

State of New Hampshire

**Department of Safety
Bureau of Emergency Medical Services**

**Trauma and Emergency Medical
Services Information System**

RFP 2005-005

RFP ISSUED.....JULY 20, 2004

MANDATORY VENDOR CONFERENCEAUGUST 3, 2004

10:00 A.M. at :

NEW HAMPSHIRE BUREAU OF EMERGENCY MEDICAL SERVICES

NEW HAMPSHIRE FIRE ACADEMY – AUDITORIUM

222 SHEEP DAVIS ROAD, CONCORD, NH

VENDOR LETTER OF INTENT.....AUGUST 16, 2004

**STATE CONTACT..... FRIEDRICH VON RECKLINGHAUSEN
fvonrecklinghausen@safety.state.nh.us
(603) 271-0322**

CONTRACT TYPE..... FIRM FIXED PRICE

PROPOSALS DUE2:30 PM, SEPTEMBER 7, 2004

AT: DEPARTMENT OF ADMINISTRATIVE SERVICES. 25 CAPITOL ST. CONCORD. NH

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS RFP 2005-005**

TABLE OF CONTENTS

1.0	Introduction.....	5
2.0	Software, Services, Requirements, and Deliverables	6
2.1	Software	6
2.2	Services	6
2.3	Technical Requirements	6
2.4	Project Deliverables	6
3.0	Schedule of Events and Definition Of Terms.....	8
3.1	Schedule of Events	8
3.2	Definition of Terms	8
4.0	Instructions	10
4.1	Proposal Submission, Deadline, and Location Instructions	10
4.2	Proposal Inquiries.....	11
4.3	Vendor Conference	12
4.4	Letter of Intent	12
4.5	Alteration of RFP	12
4.6	RFP Amendment.....	13
4.7	Non-Collusion	13
4.8	Validity of Proposal	13
4.9	Property of State.....	13
4.10	Confidentiality of a Proposal.....	13
4.11	Public Disclosure	13
4.12	Non-Commitment	13
4.13	Proposal Preparation Costs.....	13
4.14	Oral Presentations and Discussions.....	14
4.15	Required Contract Terms and Conditions	14
4.16	Award.....	14
4.17	Proposal Submission Requirements	14
4.18	Proposal Format	14
4.19	Proposal Organization	15
4.20	Proposal Content	15
5.0	Proposal Evaluation Process	19
5.1	Rights of the State in Evaluating Proposals	19
5.2	Planned Evaluation Steps	19
5.3	Proposal Evaluation	20
6.0	General Contract Requirements.....	26
6.1	State of New Hampshire Terms and Conditions and Contract Requirements.....	26
6.2	Contract Term Date(s).....	26
6.3	Vendor Responsibility.....	26
6.4	Project Budget/Limitation on Price.....	26
6.5	State Contracts	27
6.6	Non-Exclusive Contract	27
6.7	HIPAA	27
6.8	Vendor Staff.....	27
6.9	Work Plan	28
6.10	Deliverables	28
6.11	Testing and Acceptance	29

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

6.12	Contract Non-Performance	33
6.13	Warranty.....	35
6.14	Administrative Specifications	37
6.15	Pricing	38
6.16	Licenses.....	40
6.17	Project Holdback.....	41
6.18	Termination	41
Appendix A: Background Information		42
A-1	Department of Safety Bureau of Emergency Medical Services	42
A-2	Office of Information Technology and Technology Status.....	43
A-3	Interfaces, current and those to be developed	44
A-4	Sources of Additional Information.....	45
A-5	State Project Team	45
A-6	Quality Assurance Consultant.....	48
Appendix B: Minimum Standards for Proposal Consideration.....		49
B-1	Compliance with System Requirements.....	49
B-2	Use of Proposed Software.....	49
B-3	Vendor Implementation Service Experience.....	49
B-4	Proposed Project Team	49
Appendix C: System Requirements		50
C-1	Priority 1 Requirements	50
C-2	Priority 2 Requirements	55
C-3	Priority 3 Requirements	56
Appendix D: Topics for Mandatory Narrative Responses.....		57
D-1	Software Topics.	57
D-2	Technical Topics	60
D-3	Service Topics	63
D-4	Project Management Topics.....	66
Appendix E: Standards for Describing Vendor Qualifications.....		70
E-1	Required Information on Corporate Qualifications.....	70
E-2	Team Organization and Designation of Key Vendor Staff	71
E-3	Candidates for Project Manager	72
E-4	Candidates for Key Vendor Staff Roles	72
Appendix F: Pricing Worksheets		73
F-1	Activities/Deliverables/Milestones Pricing Worksheet.....	73
F-2	Proposed Position – Initial Contract Term Vendor Rates Worksheet	74
F-3	Proposed Vendor Staff and Resource Hours Worksheet.....	75
F-4	Future Vendor Rates Worksheet	76
F-5	Software Licensing, Maintenance, and Support Pricing Worksheet	77
Appendix G: General Standards and Requirements.....		78
G-1	IT Required Work Procedures.....	78
G-2	Computer Access and Use Agreement.....	79
G-3	New Hampshire Certificate of Authority or Certificate of Good Standing.....	81
G-4	State of New Hampshire Terms and Conditions	82
G-5	HIPAA Standards for Privacy – Business Associate Agreement	92
G-6	Sample Escrow Agreement	100

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Appendix H: Transmittal Form 111

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

1.0 INTRODUCTION

The State of New Hampshire, Department of Safety is releasing this RFP to procure Vendor services, under a Firm Fixed Price (FFP) contract, for the design, development, testing, and implementation of a Trauma and Emergency Medical Services Information System (TEMSIS), including but not limited to: requirements analysis, design, development, and implementation of a web-based TEMSIS software application, with administrative responsibilities including application hosting services, on-going maintenance and support services for the duration of the contract, training, software customization services and the development of new interfaces, in-bound and out-bound.

The Vendor may employ subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions* of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

Non-Exclusive Contract.

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the services or products identified under this procurement.

Contract Award

The State will award a contract based upon criteria, standards, and weighting identified in this RFP. The Vendor's proposal will be considered as a whole solution, without limitation, including all software and services proposed, qualifications of the vendor and any subcontractors, and cost.

Contract Type

The State plans to execute a Firm Fixed Price (FFP) contract as a result of this RFP. The Vendor shall be fully prepared to commence work October 2004, and to fully implement Trauma and Emergency Medical Services Information System by January 19, 2005. The Vendor's initial term for hosting will be required for five (5) years, with three (3) optional extensions of one (1) year each, which shall not extend beyond June 30, 2012.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

2.0 SOFTWARE, SERVICES, REQUIREMENTS, AND DELIVERABLES

2.1 Software

The State seeks to license Patient Care Reporting (PCR) documentation software, for the Trauma and Emergency Medical Services Information System (TEMSIS), with highly integrated functionality supporting the following areas:

Ease of data entry
Report generation
Transfer of information to other documentation systems
HIPAA Compliance
Use of New Hampshire Pre-Hospital Dataset

2.2 Services

The State seeks to procure the following services:

- Configuration, hosting and testing of the selected proposed solution software;
- Data conversion;
- Development of in-bound and out-bound interfaces;
- Implementation Services;
- Integration Services;
- Requirements validation;
- Software maintenance and enhancement support;
- System documentation;
- Testing and User Acceptance Support;
- Initial training and user support
- Follow-on hosting for the duration of the contract

2.3 Technical Requirements

The State has classified **technical requirements** for this RFP into the following sections:

- 2.3.1 Appendix B:** *Minimum Standards for Proposal Consideration*, compliance with System Requirements, use of Trauma and Emergency Medical Services Information, Vendor implementation experience, and proposed project team;
- 2.3.2 Appendix C:** *System Requirements* broken down into Priority 1, 2, and 3 sections;
- 2.3.3 Appendix D:** *Topics for Mandatory Narrative Responses* descriptions of software, technical, service, and project management topics;
- 2.3.4 Appendix E:** *Standards for Describing Vendor Qualifications*, corporate, team organization and key staff, Project Manager, and other key staff.

2.4 Project Deliverables

The State classifies Deliverables into three categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

information requirements are provided in Appendix F: *Pricing Worksheets*.
Project deliverables, organized by category, follows.

2.4.1 Written Deliverables

The following Written Deliverables are required:

- a. Project Work Plan
- b. Weekly Project Status Reports
- c. Communications and Change Management Plan
- d. Requirements Traceability Matrix
- e. Software Configuration Plan
- f. Software Configuration / Design Documentation
- g. Systems Interface Plan and Design/Capability
- h. Detailed Testing Plan and Testing Results
- i. Data Conversion Plan and Design
- j. Knowledge Transfer Plan
- k. Comprehensive Training Plan, Materials, and Curriculum
- l. End User Support Plan
- m. Complete system documentation: should include technical overview and specifications, Software configuration, User documentation, Security system administration documentation, data model diagram, training documentation and manuals/handbooks, test plans and change control process
- n. Maintenance and Operational Contingency Plan

2.4.2 Software Deliverables

The following Software Deliverables are required:

- a. Establishment of Requirements Specifications of Various Technical Environments- ex:Test, Training and Production
- b. Baseline Software and Licenses
- c. Application Software Configured to Satisfy State Requirements
- d. Functioning In-Bound and Out-Bound Interfaces
- e. Fully Tested Data Conversion Software
- f. Converted Data Loaded into Production Environment at hosted location
- g. Tools for Backup and Recovery of all Applications and Data

2.4.3 Non-Software Deliverables

The following Non-Software Deliverables are required:

- a. Conduct Project Kickoff Meeting
- b. Conduct Unit and System Testing
- c. Conduct Integration Testing
- d. Conduct Volume / Stress Testing

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- e. Conduct Training
- f. Support User Acceptance Testing (UAT)
- g. Cutover to New Software-Implementation meetings and planning session
- h. Ongoing maintenance and operations support

3.0 SCHEDULE OF EVENTS AND DEFINITION OF TERMS

3.1 Schedule of Events

The following table provides the Schedule of Events for this RFP through contract finalization and Notice to Proceed.

Table 3.1 – 1: Schedule of Events

EVENT	DATE	TIME
RFP released to Vendors (on or about)	07/20/04	
Vendor inquiry period begins (on or about)	07/20/04	
Notification to the State of the number of representatives attending the Vendor Conference	07/26/04	
MANDATORY Vendor's Conference; location identified in General Instructions, Section 4.3.	08/03/04	10:00 A.M.
Vendor inquiry period ends (Final inquiries due)	08/05/04	
Final State responses to Vendor inquiries	08/11/04	
Vendor notification of Intent to submit a Proposal	08/16/04	
Final date for Proposal submission	09/07/04	2:30 PM
Invitations for presentations, if necessary	09/10/04	
Vendor presentations/discussion sessions/interviews, if necessary	09/14/04-09/17/04	
Anticipated Contract Finalization	09/22/04	
Anticipated Notice to Proceed	10/2004	

3.2 Definition of Terms

The following terms and definitions apply to this RFP and any resulting contract.

Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding acceptance criteria and how the tests will be performed, as applicable
Agency	Agency of the State
ARMS	Accident Reporting Management System.
BEMS	Department of Safety Bureau of Emergency Medical Services

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

BI	Business Intelligence
Budget Fiscal Year	The New Hampshire budget fiscal year that extends from July 1 st through June 30 th of the following calendar year
CAD	Computer Aided Dispatch
DAS	State of New Hampshire, Department of Administrative Services
Deficiency	A failure or a defect resulting in a Deliverable, the Software, or the System, not conforming to its Specifications, Terms, or Requirements of the contract, as applicable
DMV	Division of Motor Vehicles
DOS	Department of Safety
DOT	Department of Transportation
EMS	Emergency Medical Services
FARS	Fatal Accident Reporting System
Federal Fiscal Year (FFY)	The Federal fiscal year extends from October 1st through September 30 th of the following calendar year
Firm Fixed Price Contract	A firm-fixed-price contract provides for a price that is not subject to increase, i.e., adjustment (on the basis of the vendor's cost experience in performing the contract)
GIS	Geographic Information System
GPS	Global Positioning System
HIPAA	The Health Insurance Portability and Accountability Act of 1996
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies
LE	Law Enforcement
MAAP	Municipal Agent Automation Project
MMUCC	Model Minimum Uniform Crash Criteria
NEMA	National Emergency Management Association
NEMSIS	National Emergency Medical Services Information System
NFIRS	National Fire Incident Reporting System
Normal Business Hours	8:00 AM to 4:30 PM EST, Monday through Friday, excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor
OLTP	Online Transaction Processing
PAR	Police Accident Report
PCR	Patient Care Report(ing)
RMS	Records Management System
Proposal	The submission from a Vendor in response to this RFP

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

RSA	Revised Statutes Annotated
Software	The off-the-shelf software and configured software customized for the State provided by the Vendor in response to this RFP
SQL	Structured Query Language
System	The System is comprised of all system elements for an function or module, e.g., hardware, software and interfaces
State	The State of New Hampshire, acting through the Department Of Safety Bureau Of Emergency Medical Services
State Fiscal Year (SFY)	The New Hampshire State fiscal year extends from July 1st through June 30 th of the following calendar year
TEMSIS	Trauma and Emergency Medical Services Information System
TIFF	Tagged Image File Format
Vendor	A Vendor submitting a Proposal in response to this RFP
VPN	Virtual Private Network
XML	Extensible Markup Language

4.0 INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Administrative Services, Bureau of Purchase and Property, no later than the time and date specified in Table 3.1-1: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire
Bureau of Purchase and Property
c/o Robert Lawson
25 Capitol Street, 1st Floor
Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES**

**RESPONSE TO DOS-BEMS RFP 2005-005
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION
SYSTEM**

Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Administrative Services, in accordance with its established policies, as having

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

been received at the location designated above. The Department of Administrative Services accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

All Proposals submitted in response to this RFP must consist of one (1) original and five (5) clearly identified copies of the RFP, including all required attachments, and be accompanied by the transmittal letter described in Section 4.20.2: *Transmittal Letter*, herein. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the Proposal Transmittal Letter shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL." A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

4.2 Proposal Inquiries

All inquiries concerning this RFP, including but limited to, requests for clarifications, questions, and any changes to the RFP, shall be made in writing, citing the RFP title, RFP number, Page, Section, and Paragraph and submitted to the following RFP Point of Contact:

Friedrich von Recklinghausen, Research Coordinator
NH Department of Safety, Bureau of Emergency Medical Services
33 Hazen Drive
Concord, New Hampshire, 03305
Telephone: (603) 271-0322
E-Mail: fvonrecklinghausen@safety.state.nh.us

Vendors are encouraged to submit questions via e-mail, however, the State assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt.

Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Table 3.1-1: *Schedule of Events*). Written questions received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted questions on or before the date specified in Table 3.1-1: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

4.3 Vendor Conference

A **mandatory** Vendor Conference will be held at the following location as identified in Table 3.1-1 or the vendor may schedule a telephone conference.

Schedule of Events:

New Hampshire Bureau of Emergency Medical Services
New Hampshire Fire Academy
222 Sheep Davis Road
Auditorium
Concord, New Hampshire 03305

All Vendors that intend to submit Proposals must attend the Vendor Conference, either in person or via teleconference. Vendors are requested to RSVP via e-mail by the date identified in Table 3.1-1: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable documentation.

Vendors are encouraged to submit written questions at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period, will be e-mailed by the date specified as the Final State responses to Vendor Inquiries as specified in Table 3.1-1: *Schedule of Events*. Vendors are responsible for any and all costs associated with attending the Vendor Conference.

4.4 Letter of Intent

Not applicable for this RFP

4.5 Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the Request for Proposal (RFP). Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

4.6 RFP Amendment

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an amendment to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

4.7 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.8 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Table 3.1-1: *Schedule of Events*, or until the effective date of any resulting contract, whichever is later.

4.9 Property of State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendor selected, the State reserves the right to use any information presented in a Proposal.

4.10 Confidentiality of a Proposal

A Proposal must remain confidential until the effective date of any resulting contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

4.11 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the effective date of any resulting contract.

4.12 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

4.13 Proposal Preparation Costs

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

4.14 Oral Presentations and Discussions

The State reserves the right to require Vendors to make oral presentations of their Proposals. Any and all costs associated with an oral presentation shall be borne entirely by the Vendor. The Vendors may be requested to provide demonstrations of their proposed systems as part of their presentations.

4.15 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and Conditions contained in Appendix G: *General Standards and Requirements*, shall form the basis of any contract resulting from this RFP. In the event of any conflict between the State's Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supercede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.16 Award

The State reserves the right, at its discretion, to award by item, part or portion of an item, group of items, or total Proposal.

4.17 Proposal Submission Requirements

Vendors and their subcontractors and/or partners are permitted to submit one (1) Proposals in response to this RFP.

Other documents that are required include:

- a. Certificate of Good Standing/Authority
(Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246.
Forms are also available on:
www.state.nh.us/sos/corporate/index.htm
- b. Signature Verification Form
- c. New Hampshire PreHospital Dataset- <http://www.state.nh.us.safety/ems>

4.18 Proposal Format

Proposals should follow the following format:

- A Proposal should be provided in a three-ring binder.
- A Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with top, bottom, right, and left margins of one (1) inch.
- A Proposal should use Times New Roman font with a size of eleven (11).
- A Proposal should adhere to the maximum page limits defined in this RFP.
- Each page of a Proposal should include a page number of total pages and identification of the vendor in the page footer.
- Each Section of the Proposal should be separated by tabs.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Exceptions for paper and font sizes are permissible for:

- Graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and Material in appendices.

4.19 Proposal Organization

Proposals must adhere to the following outline and must not include items not identified in the outline.

- Cover Page
- Transmittal Form and Addenda
- Table of Contents
- Section I: Executive Summary
- Section II: Glossary of Terms and Abbreviations
- Section III: Responses to System Requirements (priority 1, 2 and 3)
- Section VI - VII: Narrative Responses on Software, Technical, Service and Project Management Topics
- Section X: Corporate Qualifications
- Section XI: Qualifications of Key Staff
- Section XII: Cost Proposal

4.20 Proposal Content

Proposals must contain the following:

4.20.1 Cover Page

The first page of the Vendor's Proposal must be a cover page containing the following text:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY

RESPONSE TO DOS-BEMS RFP 2005-005
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION
SYSTEM**

The cover page must also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and e-mail address.

4.20.2 Transmittal Form

All Proposals submitted in response to this RFP must be accompanied by a transmittal form (Appendix H) that includes:

- a. Vendor's legal name and any other name under which the Vendor does business; mailing address; street address (for FEDEX or other mail services); name and title of individual who will sign the contract; name and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

title of the company contact person (if different); and for each key person: direct telephone number, fax number, and e-mail address;

- b. A statement that the individual who signs the transmittal letter is authorized to commit the company;
- c. A statement that the Proposal is effective for a period of one hundred eighty (180) days or the date the contract takes effect, whichever is later;
- d. A guarantee that prices quoted in the Proposal were established without collusion with other Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price;
- e. Acknowledgement that the Vendor has read this RFP and subsequent amendments (addendums), if any, of which subsequent addendums must be identified; and
- f. A statement confirming that the Vendor has reviewed and agreed to be bound by the State's Terms and Conditions in Appendix G, which shall form the basis of any contract resulting from this RFP.

4.20.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.19: Proposal Organization, but should provide greater detail, e.g., numbering, level of detail.

4.20.4 Section I: Executive Summary

The Executive Summary, which must not exceed five (5) pages, must identify how the minimum standards for consideration, which are described in Section B-1: Compliance with System Requirements of Appendix B: Minimum Standards for Proposal Consideration, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed solution and services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.20.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all terms, acronyms and abbreviations used in its Proposal.

4.20.6 Sections III through V: Responses to System Requirements

System requirements for Sections III through V are provided in Appendix C, Priorities 1 through 3 respectively: System Requirements to this RFP. Requirements describe specific features that the State is seeking.

Requirements are separated into three groups.

- **Section C-1 through C-3 of Appendix C provides Priority 1-3 requirements.** The State solution Priority 1 requirements represent essential features of an Trauma and Emergency Medical Service

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Information Systems product. Responses to Priority Requirements must be placed in Section III-V of the Proposal.

Electronic templates for completion of Sections III through V will be distributed at the mandatory Vendor Conference. Completion of the three sections will require entry of a “Yes” or “No” response to each requirement.

- A Vendor is to enter a “Yes” if the proposed Software can be configured to fulfill all aspects of the requirement without modification to baseline code
- A Vendor is to enter “No” if the proposed Software cannot be configured to fulfill one or more aspects of the requirement without modification to baseline code.

Only one “Yes” or “No” response should be entered for each requirement. Some requirements identify multiple attributes. A response of “Yes” is appropriate only if the proposed Software can be configured to fulfill all attributes identified in the requirement.

An electronic version of the Proposal must accompany printed copies. Vendors are advised to send electronic versions of completed templates in “read only” mode of Microsoft Word 97 to provide security of their submissions.

4.20.7 Sections VI through IX: Topics for Mandatory Narrative Responses

Narrative descriptions of software, technical, service and project management topics contained in the Proposal must be in the form of responses to topics identified in Appendix D: Topics from Mandatory Narrative Responses. Appendix D is organized into four sets of topics, which correspond to sections of the Proposal.

- **Section D-1 of Appendix D provides software topics.** Responses to these topics must be placed in Section VI of a Proposal.
- **Section D-2 of Appendix D provides technical topics.** Responses to these topics must be placed in Section VII of a Proposal.
- **Section D-3 of Appendix D provides service topics.** Responses to these topics must be placed in Section VIII of a Proposal.
- **Section D-4 of Appendix D provides project management topics.** Responses to these topics must be placed in Section IX of a Proposal.

The State may distribute topics among several teams for evaluation. Consequently, strict compliance with the following standards is essential.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Discussion of each topic must begin on a new page and coverage must be limited to the number of pages prescribed.
- An Appendix to a topic may be included only if an Appendix is identified as required or optional. If an Appendix is provided, it must be placed immediately after the response to the topic.

4.20.8 Section X: Corporate Qualifications

Section X should provide corporate qualifications of all firms proposed to participate in the project. Specific information to be provided is described in Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

4.20.9 Section XI: Qualifications of Key Staff

To evaluate qualifications of key staff, the State will consider three (3) factors:

- a. Proposed team organization and designation and identification of key staff;
- b. Qualification of candidates for Project Manager; and
- c. Qualifications of candidates for key Vendor staff roles.

Section XI must be used to provide required information on these topics. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of Key Vendor Staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for Key Vendor Staff Roles*, of Appendix E: *Standards for Describing Vendor Qualifications*.

4.20.10 Section XII: Cost Proposal

As indicated in Section 4.1: *Proposal Submission, Deadline, and Location Instructions*, copies of Section XII: Cost Proposal must be included with the Proposal, labeled clearly, and sealed. The Cost Proposal must include the following:

- **An Activities/Deliverables/Milestones Worksheet** prepared using the format provided in Table F-1-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- **A Proposed Position – Initial Contract Term Vendor Rates Worksheet** prepared using the format provided in Table F-2-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- **A Proposed Vendor Staff and Resource Hours Worksheet** prepared using the format provided in Table F-3-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- **A Future Vendor Rates Worksheet** prepared using the format provided in Table F-4-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- **A Software Licensing, Maintenance, and Support Pricing Worksheet** prepared using the format provided in Table F-5-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided; and

5.0 PROPOSAL EVALUATION PROCESS

The State will use a scoring scale of 1000 points, which shall be applied to the solution as a whole. Points will be distributed among four (4) factors:

- 500 points - Proposed Solution;
- 200 points – Vendor’s technical, service, and project management;
- 200 points - Vendor Qualifications (including any subcontractors); and
- 100 points - Solution Cost.
- 1000 points – Total Possible Score.

5.1 Rights of the State in Evaluating Proposals

The State reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in the State’s view, the step is not needed; and
- At its sole discretion, reject any and all Proposals at any time.
- Open contract discussions with second highest scoring Vendor if State is unable to reach agreement on contract terms with the highest scoring Vendor.

If a contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award. Such permission, at a minimum, will be dependent upon approval of the contract by Governor and Council of the State of New Hampshire.

5.2 Planned Evaluation Steps

The State plans to use the following multi-tiered process: (1) initial screening; (2) preliminary evaluation of the Proposals and reference checks; (3) oral interviews and software demonstrations; and (4) final evaluation of Proposals.

5.2.1 Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the following:

- Submission requirements are addressed in Section 4.0: *Instructions*; and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Minimum standards are defined in Appendix B: Minimum Standards for Proposal Consideration.
- Agreement to the State's Terms and Conditions without exception.

A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.2.2 Evaluation of Written Proposals

The State will establish one (1) evaluation team to evaluate Proposals.

5.2.3 Oral Interviews and Product Demonstrations

Preliminary scores from the evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during oral interviews and product demonstrations.

For each invited Vendor, the oral interview and product demonstration will be less than one half day in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

5.2.4 Final Evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering.

5.3 Proposal Evaluation

The State will select a Vendor based upon the criteria and standards contained in this RFP and from applying the following weightings. Oral interviews, product demonstrations, and reference checks will be used to refine and finalize preliminary scores.

5.3.1 Scoring of the Proposed Solution

Five hundred (500) points are allocated for scoring of the proposed solution. These points will be distributed among three sub-factors for TEMSIS software: Overall Fit; Software Topic Narratives; and Usability.

- **Overall Fit:** Overall fit will be assessed from responses to specific system requirements identified in Appendix C: *System Requirements* of this RFP. Assignment of points will begin with computation of a percentage score reflecting priorities among requirements and weighting of subject areas. For weighting of requirements within an area:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- ✓ A Priority 1 requirement will be assigned a value of 3;
- ✓ A Priority 2 requirement will be assigned a value of 2; and
- ✓ A Priority 3 requirement will be assigned a value of 1.

Because an 80% compliance with system requirements is a minimum standard for consideration of a Proposal, percentage scores from zero to 80 percent will be assigned zero points, and the Vendor would consequently fail to satisfy the minimum qualifications necessary to continue in the RFP process.

- **Narratives on Software Topics:** Software topics that must be addressed in Proposals are identified in Section D-1 of Appendix D: *Topics for Mandatory Narrative Responses* of this RFP. Key aspects to be evaluated for topics are listed below.

Product Literature— Product literature is requested as a reference only.

Software Releases – The State will evaluate the degree to which the software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

System Assurance— The State will evaluate the degree to which system issues can be avoided.

Federal Reports— The State will evaluate the degree to which standard federal reports are incorporated into the software.

Ad Hoc Reporting— The State will evaluate reporting capabilities for robustness, ease of use and impact on data entry and processing.

- **Usability:** Usability refers to “look and feel” of the software. Specific aspects include:
 - ✓ Appearance (readability) of screens;
 - ✓ Match of navigation among fields and screens with business operations;
 - ✓ Number of screens required to complete routine data entry;
 - ✓ Availability and efficiency of data entry shortcuts; and
 - ✓ Convenience of moving between summary and detailed information;

5.3.2 Scoring of Vendor Technical, Service, and Project Management Proposal

Two hundred (200) points are allocated for scoring of Vendor proposed Services. These points will be distributed among three sub-factors, narratives on: Technical

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Topics; Service; and Project Management. In project management, if Vendor is using Common of the Shelf (COTS) product, then the Vendor shall provide the necessary project team leads.

- **Narratives on Technical Topics:** Technical topics to be addressed in Proposals are identified in Section D-2: *Technical Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below.

IT Standards– The State will evaluate the degree to which IT standards used in the Vendor provided product can be employed for other State systems, or utilize existing State standards including the New Hampshire Pre-Hospital Dataset.

Also, the degree to which the product proposed is interactive and server-based internet accessible via a web browser.

Interface Standards– The State will evaluate the ease of interfacing custom software from State agencies and business partners with the proposed Vendor solution product.

Backup and Recovery– The State will evaluate the degree to which proposed backup and recovery processes protect mission-critical data, ease of use of these processes and impact of these processes on operation of the system.

Archiving– The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time or offline and online processing with the value of accessing historical data.

Environment– The State will evaluate whether proposed environments are sufficient to satisfy project needs, including phased implementation.

- **Narratives on Service Topics:** Service topics to be addressed in Proposals are identified in Section D-3: *Service Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below.

Implementation Approach– The State will evaluate the quality of analysis, reasonableness and flexibility evident in the proposed implementation approach.

Communication and Agency Outreach Approach– The State will evaluate the likelihood that the proposed approach will reach and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

involve the full range of the TEMSIS project stakeholders. This approach shall build upon the work already completed by them.

Acceptance Testing– The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed defect tracking and resolution. The ability of the State project leadership to participate in analysis, classification, and establishment of priorities for suspected defects will also be evaluated.

Interfaces– The State will evaluate the quality, ease of programming, and the nature of the proposed assistance in developing required interfaces. These interfaces may include commercial off the shelf products, i.e. Firehouse, or products developed by the Emergency Medical Services Unit.

User Training Approach– The State will evaluate whether the training approach is likely to prepare users adequately to use the new system from the day of implementation, including maximum knowledge transfer to allow the State to conduct its own training in the future.

Help Desk Coverage– The State will evaluate the degree to which the solution provided will absorb demand for help desk support upon implementation of the new system and prepare Vendor staff to assume full responsibility for providing help desk support.

1. Once the vendor has been selected, the Bureau will assign a liaison. This individual will serve as the primary contact for service coordination, working with the Help Desk Provider. Additionally, this person will facilitate any contact necessary between the Help Desk Provider and the users.

2. The Help Desk Provider staff will be available 24x7 via telephone and via the web.

3. Support will cover, but is not limited to the basics of:

- ◆ Customer service skills
- ◆ Password issues
- ◆ Login and usage
- ◆ Common Optistat issues

Services Not Included - The Help Desk Provider is not responsible for providing any customer data reports and statistics.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

The State will evaluate the degree to which the solution provided will absorb demand for help desk support upon implementation of the new system and prepare Vendor staff to assume full responsibility for providing help desk support

System Acceptance Criteria– The State will evaluate whether proposed acceptance criteria will assure the State that the new system is functioning effectively before being turned over for State maintenance.

- **Narratives on Project Management Topics:** Project Management topics to be addressed in Proposals are identified in Section D-4: *Project Management Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below.

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Status Meetings and Reports– The State will evaluate the degree to which reporting will serve the needs of State project leaders.

Risk and Issue Management – The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.

Scope Control – The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only absolutely essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

Preparation of State Staff– The State will evaluate whether the provisions to prepare EMS Providers participating in the project will enable the staff to contribute appropriately through Train the Trainer instruction.

Quality Assurance Approach– The State will evaluate the degree to which proposed procedures will ensure that deliverables are as defined in the Work Plan

Project Plan– The State will evaluate whether the Vendor’s proposed project plan:

- Is logically organized and achievable;
- Reflects current project management “best practices;”
- Identifies significant dependencies;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Provides sufficient granularity to enable the State to identify departures from the plan in time to institute corrective action;
- Is consistent with narratives on other topics;
- Is consistent with proposed staffing from the Vendor; and
- Assigns tasks to appropriately qualified resources.

5.3.3 Scoring of Vendor Qualifications

Two hundred (200) points are allocated for scoring vendor qualifications (including any subcontractors). These points are distributed among four sub-factors: Corporate Qualifications; Organization and Size of the Vendor's Proposed Project Team; Qualifications of the Proposed Project Manager; and Qualifications of Proposed Key Staff.

- **Corporate Qualifications:** Topics that will be considered in evaluating corporate qualifications include but are not limited to financial strength, availability of backup staff, corporate experience, and project references.
- **Organization and Size of the Vendor's Proposed Project Team:** Topics that will be considered in evaluating organization and size of the vendor's proposed project team include, but are not limited to, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.
- **Qualifications of Proposed Project Manager:** Vendors are required to identify one (1) candidate for the role of Project Manager. This candidate will be evaluated. Topics to be considered in evaluating qualifications of the proposed Project Manager include but are not limited to education, experience and references.
- **Qualifications of Proposed Key Vendor Staff:** Topics to be considered in evaluating qualifications of proposed key staff include but are not limited to education, experience and references.

5.3.4 Scoring Solution Cost

One hundred (100) points are allocated for scoring the cost element of the Vendor's Solution Proposal. The State will consider both implementation and subsequent five (5) year license and maintenance costs, provided in Tables F-1-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F-5-1: *Software Licensing, Maintenance, and Support Pricing Worksheet*. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- **The cost of the proposed solution should not exceed \$.50 per Patient Care Reporting (PCR) for the first year. Vendor to provide estimated prices for the life of the contract.**

The following formula will be used to assign points for costs:

Vendor's Cost Score = (Lowest Proposed Cost / Vendor's Proposed Cost) X 100 Points

For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a Vendor who fulfills the minimum qualifications.

6.0 GENERAL CONTRACT REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

The contract requirements set forth in Section 6: *General Contract Requirements*, herein and the *State of New Hampshire Terms and Conditions* contained in Appendix G-4 shall constitute the basis for any contract resulting from this RFP.

6.2 Contract Term Date(s)

The Vendor shall be fully prepared to commence work by October 2004, and to fully implement the requirements of this RFP by January 2005.

The Vendor's initial term will be for five (5) years, with three (3) options to extend, at the discretion of the State, for one (1) year each, and shall not extend beyond June 30, 2012.

6.3 Vendor Responsibility

The Vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it uses any subcontractor. The Vendor may subcontract services subject to the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and documentation relating to the subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.4 Project Budget/Limitation on Price

The State has funds budgeted for this project, subject to Section 2: *Conditional Nature of Contract* of the *State of New Hampshire Terms and Conditions* contained in Appendix G-4.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

6.5 State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide software and hardware contracts to acquire supporting software and hardware.

6.6 Non-Exclusive Contract

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the services or products identified under this procurement.

6.7 HIPAA

The State intends to protect the privacy, and provide for the security, of any protected health information disclosed to the Vendor in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and any other applicable laws or regulations. To the extent HIPAA applies, the Vendor shall, at no additional cost to the State, enter into contractual agreements with the State required to comply with HIPAA, including but not limited to a Business Associate Agreement (see Appendix G-5), as applicable and deemed necessary by the State.

6.8 Vendor Staff

In their Proposal the Vendor shall assign and identify a Project Manager and key Vendor Staff, as required in Section 5.3.3: *Scoring of Vendor Qualifications*. The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, at the State's discretion, review of the proposed Project Manager's resume and qualifications, and an interview. The Project Manager must have full authority to make binding decisions under the Contract, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond within two (2) hours to inquiries from the State, and at the site as needed. The Vendor must use his or her best efforts on the Project. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract.

The Vendor shall not change key Vendor Staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be provided at the same or lesser cost.

The State reserves the right to require removal or reassignment of the Vendor's Project Staff found unacceptable to the State.

The State may conduct reference checks on the Vendor's Project Staff. The State reserves the right to reject the Vendor's Project Staff as a result of such reference checks.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Notwithstanding anything to the contrary, the State shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

6.9 Work Plan

Vendor shall submit a Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule.

The Vendor shall update the Work Plan as necessary, but no less than every week. Any updates to the Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the contract.

In the event additional time is required by the Vendor to correct deficiencies, the schedule shall not change unless previously agreed in writing by the State. In the event of a delay in the schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project. The schedule shall automatically extend insofar as the State's review of a deliverable is longer than what is set forth in the schedule.

6.10 Deliverables

The Vendor shall provide the State with the deliverables in accordance with the schedule. All deliverables shall be subject to the State's acceptance as set forth in Section 6.11: *Testing and Acceptance* herein. Upon its submission of a deliverable, the Vendor represents that it has performed its obligations under the contract associated with the deliverable. By unconditionally accepting a deliverable, the State reserves the right to reject any and all deliverables in the event the State detects any deficiency in the system, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof. For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the deficiency, retest or review, as applicable.

6.10.1 Written Deliverables Review

The State will review the Written Deliverables for an acceptance period of five (5) business days after receiving written certification from the Vendor that the Written Deliverable is final, complete, and ready for review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) business days review period. If any deficiencies exist, the State will notify the Vendor in writing of the deficiency and the Vendor must correct the deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

five (5) business days to review the corrected Written Deliverable and notify the Vendor of its acceptance or rejection thereof.

6.10.2 Software Deliverables Review

Described in Section 6.11: *Testing and Acceptance*.

6.10.3 Non-Software Deliverables Review

The State will review Non-Software Deliverables upon delivery to determine whether any deficiency exists and notify the Vendor in writing of its Acceptance or Non-Acceptance of the Non-Software Deliverable. The Vendor must correct the deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the deficiency, the State will notify the Vendor of its acceptance or rejection of the deliverable.

6.11 Testing and Acceptance

The State requires that an integrated and coherent approach to complete system testing, deficiency correction, acceptance, training, and warranty services be provided to ensure a successful project. The State requires the Vendor to bear all responsibilities for the full suite of testing.

All testing and acceptance addressed herein shall apply to testing the System as a whole and its discrete parts. This shall include planning, test scenario development, data and system preparation for testing, and execution of unit, module or function, and system integration testing, and support of the State during user acceptance testing. The Vendor will correct all deficiencies and support all required re-testing as described below.

6.11.1 Testing

6.11.1.1 Time Allocated to Testing Activities

As identified in the Test Plan and documented in the Work Plan, State testing will commence, with its core people, upon the Vendor's Project Manager's certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

6.11.1.2 Vendor Responsibilities

6.11.1.2.1 Test Planning and Preparation

The Vendor will bear all responsibilities for the full suite of test planning and preparation throughout the project.

These responsibilities include the identification, preparation, and documentation of all test plans, test scenarios, test cases, test scripts, test data, test phases, unit tests, and expected results. In

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

In its Proposal, the Vendor is to include its proposed Test Plan methodology. After contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the project and include the Test Plan methodology in the detailed project Work Plan (the first project deliverable).

6.11.1.2.2 Regression Testing

As described above, the Vendor will be responsible for developing the Test Plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) system components still meet their specified requirements.

When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: first, to validate that the change/update has been properly incorporated into the program; and second, to validate that there has been no unintended change to the other portions of the program. Therefore, the Vendor will be expected to:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- a. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
- b. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
- c. Manage the entire cyclic process.

The Vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified application to the users for retesting. In designing and conducting such regression testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account schedule and economic considerations.

In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.

6.11.1.3.1 State Testing

6.11.1.3.1 Test Plan

The Test Plan will guide all testing. The testing will be conducted by the State, or its designee, in a test environment independent from the Vendor's development environment. Within five (5) business days of receiving certification from the Vendor that the system is installed, complete and ready for State testing and the State's personnel having been trained, the State will commence System acceptance tests. The Vendor must assist the State with such tests as reasonably requested by the State at no additional cost to the State.

6.11.1.3.2 State System Testing and Integration Testing

The Systems and Integration testing includes all the discrete parts and the System as a whole. The State will conduct System and Integration testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the system. The State will conduct Integration testing, utilizing test data developed, as identified in the Test Plan, to validate modifications, fixes, or other systems interacting with the Trauma and Emergency Medical Services Information System software.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

6.11.1.3.3 State User Acceptance Testing

The State will conduct User Acceptance Testing (UAT), utilizing test and live data, as identified in the Test Plan, to validate reports, conducting stress and performance testing, and any other final actions expected of the Trauma and Emergency Medical Services Information System. Upon successful conclusion of UAT, a Letter of Acceptance will be issued by the State as described in Section 6.12.3: *Warranty Period*.

6.11.1.4 Failure of Test; Retesting

For each failure of Acceptance Tests the State will notify the Vendor, in writing, in what respects the testing failed.

The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure, when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to fifteen (15) business days to make corrections to the problem unless specifically extended in writing by the State.

For each minor failure of an acceptance test, (e.g., a temporary work around or cosmetic change is required), the acceptance period shall be extended by the corresponding time.

If there is a significant failure of the Software System, (e.g., the System becomes unusable in whole or in part), then the test period for that function or module may start over, at the sole discretion of the State.

If the Vendor is not able to make the corrections within the time allotted by the State, or the entire integrated System fails the acceptance test, the State may, at its option: 1) terminate the contract, in whole or in part, by providing written notice to the Vendor, without penalty or obligation to the State and deem the Vendor in default; 2) return the Vendor's product provided under the Contract and receive a refund of all amounts paid, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of all acceptance testing under the Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

6.12 Contract Non-Performance

The TEMSIS application, established and hosted by the Vendor, is to be available twenty-four (24) hours per day, seven (7) days per week, 365 days per year. The Vendor is responsible for maintaining the operational status of the connectivity and Vendor provided application, and must monitor, trouble-shoot and resolve all issues related to service availability and functionality. The system must be available as specified unless the State and the Vendor have mutually agreed to a specified period of down time for system maintenance or upgrades.

The Vendor shall make every reasonable effort to correct any service disruption in a timely manner. Contingency plans, to be provided to State within thirty (30) days of commencement of the contract, must be developed for all types of outages that may cause degradation or unavailability of services. These contingency plans must be approved by the State, and it is agreed that approval will not be unreasonably withheld.

Incidents Related to Use

The term "incident" shall mean the occurrence of a service outage or non-performance of the contract.

An incident shall be a service outage that prevents the users or State personnel from utilizing some portion or all of the services provided under the contract. Incidents related to use include but are not limited to:

- Inability of users or administrative staff to access applications.
- Inability of State staff to perform online administrative tasks.
- Unavailability of customer service for users or State staff.
- Unavailability of technical support.
-

Unless otherwise specified, an outage that occurs for a duration of 30 minutes or more shall constitute an incident, and outages with duration of less than 30 minutes shall not be considered an incident.

When an outage is identified, the Vendor must address and notify the appropriate State contract administrator immediately. The Vendor must provide a detailed explanation as to what occurred, the steps taken to resolve the issue, and the timeframe in which the issue will be resolved. For purposes of acceptance of an incident, the State and the Vendor must make use of and rely on independently definable data, such as user phone reports, systems logs, State generated phone report, critical outage notifications, and any other such data.

Incidents of Non-Performance

An incident of contract non-performance shall be one failure of the contracting Vendor to provide the services, meet the service levels agreed to, or comply with State standards and policies.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Incidents of non-performance include but are not limited to the following:

- Vendor breach of confidentiality of State data and/or information based on the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Failure of Vendor to provide performance, financial, and/or audit reports
- Failure to provide State staff to real time access to system performance data
- Failure to secure authorization from agencies prior to altering agency systems in any way
- Failure to comply with meeting requirements
- Failure to provide software as specified
- Failure to meet design requirements
- Failure to maintain escrow agreement
- Failure to provide timely deliverables
- Failure to provide customer and technical support as specified
- Failure to retain data and records relative to contract
- Failure to meet system availability and accessibility requirements due to design of the applications
- Failure to install infrastructure sufficient to meet requirements
- Breach of system security
- Breach of constituent privacy
- Failure of disaster recovery plans to enable timely recovery
- Failure to notify the State of occurrence of contract non-performance incidents within one (1) business days of the incidents.

Failure to correct incident

In the event the Vendor fails to correct the incident within the timeframes defined in the contingency plan as agreed to by the State, the State shall have the right, at its option, to declare the Vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State and pursue the remedies available at law or in equity.

Resumption of Services

Resumption of services in accordance with the approved contingency plan shall terminate the period of the incident. Efforts to restore services are to continue until the level of normal functionality is achieved.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

6.13 Warranty

6.13.1 Warranties

6.13.1.1 System

The Vendor shall warrant that the System, and that it will operate in accordance with, and be maintained by the Vendor, to conform to the specifications, terms, and requirements of the Contract, including but not limited to all system elements, i.e., the software, hardware, and any interfaces.

6.13.1.2 Software

The Vendor shall warrant that the software furnished under the Contract is properly functioning, compliant with the requirements of the Contract, and will operate in accordance with the specifications.

6.13.1.3 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use, all services, equipment, and software provided under this contract, and that such services, equipment, and software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

6.13.1.4 Viruses; Destructive Programming

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the specifications.

6.13.1.5 Compatibility

The Vendor shall warrant that all System components including any replacement or upgraded System software components provided by the Vendor to correct deficiencies or as an enhancement, shall operate with the rest of the System software without loss of any functionality.

6.13.1.6 Services

The Vendor shall warrant that all services to be provided will be provided in a professional manner in accordance with industry standards; that services will comply with performance standards; and that time is of the essence in connection with the Vendor's performance of all its obligations.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

6.13.2 Warranty Services

The Vendor shall agree to maintain, repair, and correct deficiencies in the System, during the Warranty Period, at no additional cost to the State, in accordance with the specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and design defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient software and documentation.

Warranty services shall include, without limitation, the following:

- a. Maintain the System in accordance with the specifications, terms, and requirements of the Contract;
- b. Repair or replace the System or any portion thereof so that the System operates in accordance with the specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within one (1) hour of request, with assistance response dependent upon issue severity;
- d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e. The Vendor must work with the State to identify and troubleshoot potentially large-scale software failures or deficiencies by collecting the following information: 1) mean time between reported deficiencies with the software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat software problems; and
- f. All deficiencies found during the warranty period and all deficiencies found with the warranty releases shall be corrected by the Vendor no later than fifteen (15) business days, unless specifically extended in writing by the State, and at no additional cost to the State (see Section 6.11.1.4: *Failure of Test; Retesting*).

In the event the Vendor fails to correct the deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period for the initial three modules or functions (see section 6.12.3: *Warranty Period*, below).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

6.13.3 Warranty Period

The warranty period will initially commence upon the State issuance of a Letter of Acceptance for the components discussed and agreed upon for this contract and continue through one hundred and eighty (180) days following the completion of the project components or Vendor's receipt of the a Letter of Acceptance from the State, issued by the Bureau of Emergency Medical Services in conjunction with the Office of Information Technology.

If within the last thirty (30) calendar days of the warranty period, the System fails to operate as specified, the warranty period will cease, the Vendor will correct the deficiency, and a thirty (30) calendar day warranty period will begin. Any further deficiencies with the System must be corrected and run fault free for thirty (30) calendar days.

6.14 Administrative Specifications

6.14.1 Reasonable Travel Expense

The Vendor must assume all travel and related expenses. All labor rates will be "fully loaded", including, but not limited to:

- Meals;
- Hotel;
- Airfare;
- Car rentals;
- Car mileage; and
- Out-of-pocket expenses.

6.14.2 Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees unless specifically itemized in the contract.

6.14.3 Project Workspace and Office Equipment

The State will provide the following workspace and office equipment for the project:

- A networking jack will be available for the Vendor to plug in their notebook to utilize network printers.
- Furnishings and telephones;
- Meeting facilities sufficient to satisfy project needs (the Vendor and State will agree to these needs during the finalization of the Project Work Plan);
- Personal computers for State staff assigned to the project;
- A server to support sharing of information; and
- Shared office equipment, including printers and photocopiers

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- The vendor shall be required to bring their own notebook/laptop.

The Vendor, should it require, shall not include costs for personal computers for its staff.

6.14.4 Access/Cooperation

As applicable, and subject to the applicable laws and regulations, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted IT Services.

6.14.5 State-Owned Documents and Copyright Privileges

The Vendor shall provide the State access to all State-owned documents, materials, reports and other work in progress relating to this RFP. Upon expiration or termination of the contract with the State, the Vendor shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

6.14.6 Intellectual Property

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the software, and their associated documentation including any and all performance enhancing operational plans and vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such software, modifications, and documentation developed under the contract and to authorize others to do so. This software is on the vendor's server with transmission of datasets to state

6.15 Pricing

6.15.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. A worksheet is provided in Appendix F-1, Table F-1-1: *Activities/Deliverables/Milestones Pricing Worksheet*.

6.15.2 Software Licensing, Maintenance, Enhancements, and Support Pricing

The Vendor must provide :
the minimum software and services through software licensing, maintenance, enhancements, and support;
All new software releases as part of the software licensing maintenance agreement;
Have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

with an e-mail / telephone response within one (1) hour of request, with assistance response dependent upon issue severity;

Repair or replacement of the software, and maintenance of the software in accordance with the specifications and terms and requirements of the Contract;
Repair or replace the vendor's System, or any portion thereof, that is deficient;
Maintain a record of the activities related to maintenance activities performed for the State;

For all maintenance services calls, the State expects the following information to be collected and maintained: 1) nature of the deficiency; 2) current status of the deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; and 5) deficiency resolution information.

The Vendor must work with the State to identify and troubleshoot potentially large-scale software failures of deficiencies by collecting the following information: 1) mean time between reported deficiencies with the software; 2) diagnosis of root cause of problem; and 3) identification of repeat calls or repeat software problems.

For software licensing, maintenance, and support costs, complete a worksheet provided in Appendix F-5, Table F-5-1: *Software Licensing, Maintenance, and Support Pricing Worksheet*. All costs must be included in the table.

6.15.3 Invoicing

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted must meet with the approval of the State and said approval shall not be unreasonably withheld. The Vendor shall only submit invoices for services or deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each deliverable and identification of the deliverable for which payment is sought, and the acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

6.15.4 Most Favored Customer

The Vendor shall agree that all terms, warranties, and prices, as a whole, are comparable to or better than the equivalent terms, warranties, and prices, as a whole, offered by the Vendor to any present customer meeting substantially the same requirements or qualifications as the State. If the Vendor shall, during the term of this Contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, as a whole, the Vendor shall provide the same to the State.

6.15.5 Overpayments to Vendor

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon notice.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

6.15.6 Credits

The State may apply credits due to the State against the Vendor's invoices with appropriate information attached.

6.15.7 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract.

The Vendor shall also agree to the following:

The Vendor and any of its subcontractors shall maintain books, records, documents and other evidence of accounting procedures and practices which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of the Contract. The Vendor and its subcontractors shall retain all such records for three (3) years after the expiration or termination of the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation does not terminate within six (6) years from the date of expiration or termination of the Contract.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the six (6) year period after the Contract term or six (6) year term following litigation. The Vendor shall include record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

6.15.8 Accounting Requirements

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the services and all other costs and expenditures made under this Contract.

6.16 Licenses

The Vendor shall submit copies of its proposed software license agreement which shall not contain any terms or provisions that conflict with the State's software license

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

and warranty requirements set forth in Sections 6.15.1: *License* and 6.12: *Warranty*, respectively.

6.16.1 License

6.16.1.1 Grant

The Vendor shall grant the State a perpetual, nonexclusive, nontransferable, and irrevocable license to the Software and its associated documentation.

6.16.1.2 Software and Documentation Copies

The Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated documentation and two (2) electronic versions in Microsoft Word and PDF format. The State shall have the right to copy the Software and its associated documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

6.16.1.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to reverse assemble, reverse compile or otherwise derive a source code version of the Software.

6.16.1.4 Title

The Vendor must hold all title, right, and interest in the Software and its associated Documentation.

6.16.1.5 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting contract, including, but not limited to, the State's General Terms and Conditions, Appendix G-4.

6.17 Project Holdback

The State will withhold ten (10) percent of the agreed deliverables pricing tendered by the Vendor in this FIRM FIXED PRICE (FFP), engagement until successful implementation of the project and completion of the warranty period.

6.18 Termination

Should the State not accept a deliverable or the Vendor breaches its warranty, the State may terminate the Contract, at its sole discretion. Upon such termination, the State shall receive prompt reimbursement of all payments made to the Vendor under the Contract.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Safety Bureau of Emergency Medical Services

- Regulation of and Technical Assistance to EMS Units and Providers

The Mission of the Department of Safety Bureau of Emergency Medical Services is:

To continuously improve our comprehensive statewide EMS system in order to ensure excellence of out of hospital emergency medical care to all persons within the State of New Hampshire

An outfall of the Mission and Vision of the Department of Safety Bureau of Emergency Medical services are the following **Goals and Objectives** for the Trauma and Emergency Medical Services Information System.

These goals are:

- **Efficiency and effectiveness** emphasizes capturing transactions in real-time and elimination of duplicate entry. Leaders use real-time operational reporting and queries to manage processes.
- **Eliminate redundant data and systems** by implementing integrated system solutions that reduce reliance on batch synchronization requiring additional reconciliation.
- **Modern technologies that can migrate to the technologies of tomorrow**, providing for open standards-based technical platforms, relational database systems, standard reporting capability, tight security and authentication technology, and integration of processes.
- **Smooth transition to new system through effective change management practices**, merging best practices, contractual and statutory requirements, and capabilities and approaches built into proven implementation strategies, supported by sustained project team commitment.

To achieve these objectives, the project team will rely on a number of critical success factors to sustain project commitment spanning multiple years. These success factors are best summarized as follows:

- **Communications** - Communicate effectively and consistently with management, legislators, other elected officials, working groups, and stakeholders.
- **Improvement** – Assess and evaluate project activities, looking for ways to leverage opportunities without sacrificing quality.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- **Commitment** – Encourage and promote stakeholder engagement in the project.
- **Educate** – Deliver information that offers people an opportunity to understand issues, arguments, and decision directions.
- **Embrace Change** – Understand that change is difficult and requires reinforcement that “Change is OK.”

A-2 Office of Information Technology and Technology Status

The Project will be conducted in cooperation with the New Hampshire Office of Information Technology (OIT). Created in the summer of 2003, OIT oversees implementation of all statewide information technology activities.

A-2.1 Statewide Strategic Information Technology Plan (SSITP)

The Office of Information Technology recently published a State of New Hampshire four (4) year Statewide Strategic Information Technology Plan (SSITP) 2004-07. The October 2003 SSITP 2004-07 contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The SSITP 2004-07 helps government leaders anticipate and respond to significant external changes, accelerates IT learning across state agencies, and leverages investments in information technology across State agencies.

A-2.2 Technical Architecture

Components of the State’s technical architecture include

- **State Network Environment:** The State operates ten (10) independent, wide-area networks using frame relay technology. Some State agencies support their own networks, some out-source the support, and some use the resources of another agency.
- **Internet Access:** All State agencies are connected to the State’s intranet, New Hampshire State Unified Network (NH SUN). This WAN provides access to e-mail, the Internet and the State’s financial applications. Some agencies have their own Internet service providers in addition to NH SUN.
- **Electronic Payment Processing:** Paymentech of Salem, New Hampshire, provides credit card processing services for the State. Most electronic credit card transactions are processed through the State’s payment engine. Transactions are sent to the credit card processor via name/value pairs or XML format.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

A-2.3 Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the Statewide Strategic Information Technology Plan 2004-07, and the State's e-Government Architecture Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

The process and software application should integrate with the State of New Hampshire standard application for electronic content management. This includes but is not limited to imaging, web content management, document management, records management, report management, web publishing, case management, workflow, and electronic forms.

A-2.4 IT Policy and Standards

The Vendor shall abide by all the applicable State of New Hampshire policies and standards, e.g., password standard.

A-3 Interfaces, current and those to be developed

Table A-3 – 1, which follows lists interfaces with EMS. (Requirements definition to be available at the Vendor Conference)

Table A-3 – 1: EMS Interfaces

Note: Shaded areas indicate interfaces to be developed with this project

Agency	Function	Frequency	Description
NHTSA	Crash Outcome Data Evaluation System	Quarterly	
Health & Human Services – Injury Prevention	Patients with injuries	As required	
NH Emergency Medical Services for Children	Pediatric patients	As required	
Injury Prevention Center at Dartmouth	Injury Data	As required	
Department of Safety Division of Motor Vehicles	Motor Vehicle Crash Related Data	As required	
Division of Fire Marshal	National Fire Incident Reporting System	Monthly	Receives national incident reporting system documentation. Data from the system may be used to generate these reports. (e.g. Fire incidents, Burn Injuries, explosions etc..)
Non-Vendor EMS Information Systems	Transfer to Vendor	Daily	Folding in information from other vendor application software out in the field. The

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

			remote EMS units are responsible for entering data into the TEMSIS System even if they have another system
Health & Human Services - Bureau of Health Statistics and Data Management	Patient treatment prior to hospitalization	As required	Linking Patient Care Reports to Emergency, Departments, admissions and deaths from hospitals
National Emergency Medical Services Information System (Future)	Upload of Nationally requested reports	Unknown	Future National EMS database that will be useful in developing nationwide EMS training curricula, evaluating patient and EMS system outcomes, facilitating research efforts, determining national fee schedules and reimbursement rates, addressing resources for disaster and domestic preparedness, and providing valuable information on other issues or areas of need related to EMS care. For further information visit www.nemsis.org
Department of Safety Bureau of Emergency Communications	Download 9-1-1 information	Daily	Will be a one way feed of information from BEC into system. It would include call time available to them and Emergency Medical Dispatch information
Department of Safety Bureau of Emergency Management	Upload of Mass Casualty, Disaster Information	Unknown	
Department of Health and Human Services Epidemiology	Illness and injury related data	As Required	Bio Surveillance, Terrorist Attack, Biological and Chemical attacks, Flu outbreaks

A-4 Sources of Additional Information

Several sources of additional information are available to assist Vendors in developing Proposals. Descriptions of available documents may be requested from the State's POC, Friedrich von Recklinghausen, fvonrecklinghausen@safety.state.nh.us

State EMS website: <http://www.state.nh.us/safety/ems>

A-5 State Project Team

State staffing for the project will include
Roles planned for State staff follow.

A-5.1 Project Sponsor

The Project Sponsor, Commissioner of Safety Richard M. Flynn, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State Project Manager in promoting the project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

A-5.2 Project Management Team

A Project Management Team (PMT) is needed only if vendor is going to build the needed software. If the vendor is going to provide a common off the shelf product or service, the vendor need only supply a Project Manager or contact for the implementation. In addition to the Project Manager, the PMT will include area leads identified below. Additional State staff may participate in the PMT as need arises.

A-5.3 Advisory Committee

Advisory Committee will require the person proposing the change to provide:

- A detailed description of the proposed change;
- Justification for the proposed change;
- A projected cost for the change; and
- Analysis of other alternatives considered.

If the Advisory Committee supports the proposed scope change, it will forward a recommendation to the Project Management Team. If the PMT agrees, it will endorse the Advisory Committee's recommendation and forward the recommendation to the Project Sponsor for action. This multi-level review is intended to ensure that only essential changes are implemented. The State wants to limit changes to scope to the extent feasible.

A-5.4 State Project Manager

The State Project Manager will be responsible implementation of the Trauma and Emergency Medical Services Information System

ex: to the Project Sponsor and the PMT for everything that the Project does or fails to do, and has the primary responsibility for seeing to the Project's success.

Major duties include:

- Leading the project;
- Promoting the project statewide;
- Developing project strategy and approach;
- Engaging and managing all contractors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

A-5.5 Configuration and Testing Lead

During the pre-configuration (design) phase, responsibilities of this position will include:

- Coordinating State staff involvement

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Ensuring proposed process changes are considered by process owners; and
- Escalating topics that cannot be resolved.

During the testing phase, responsibilities will focus on coordinating acceptance testing, establishing priorities for resolution of software defects and tracking software defects through resolution. The Configuration and Testing Lead will devote half time to the project and will report to the State Project Manager.

A-5.6 Training and Communication Lead

The Training and Communications Lead will devote half time to the project and will report to the State Project Manager. Responsibilities include:

- Guiding and coordinating review of curriculum developed by the vendor;
- Assessing training needs;
- Reviewing the Training Plan;
- Evaluating training;
- Establishing user support facilities; and
- Maintaining the Project web site and other media used for communication.

A-5.7 Agency Outreach and Change Management Lead

The Agency Outreach and Change Management Lead will report to the State Project Manager. Time devoted to the project will grow to half time as implementation approaches. Responsibilities of the position will include:

- Formulating, training and managing a team to support agency staff; and
- Researching responses to agency issues.

A-5.8 Technical Lead

The Technical Lead, who will report to the State Project Manager and devote up to half time to the project, will be responsible for:

- Establishing and maintaining network facilities;
- Establishing and maintaining required technical environments for development and production in conjunction with the Vendor and the provided solution.;
- Addressing printing requirements, both central and remote;
- Addressing production capacity sizing requirements;
- Assisting with agency software and hardware maintenance and upgrades;
- Performing or coordinating database administration activities;
- Establishing backup/recovery and disaster recovery procedures with the vendor;
- Carrying out backup/recovery and disaster recovery procedures, as necessary; and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Monitoring performance tuning.

A-5.8 Subject Matter Experts (SMEs)

The State's subject matter experts (SMEs) have played, and will continue to play, a critical role in defining business needs and software functionality. Each expert has a special, in-depth knowledge of a business area that will enhance the PMT's understanding. As a group, they will offer direct support to the PMT and to agency personnel as necessary.

A-6 Quality Assurance Consultant

The State may elect to engage a quality assurance consultant to support its PMT. If the State exercises this option, the role of the quality assurance consultant focus on coordinating review of deliverables, contributing to risk and issue management and generally assisting in monitoring project progress.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

The State seeks proven, stable software implemented by an experienced Vendor using a well-qualified team. Extensive information is requested in Section 4.20: *Proposal Content*, to enable the State to evaluate such factors. Coverage in Appendix B is limited to minimum requirements. A Proposal that fails to satisfy any requirement in this section may be rejected without further consideration.

B-1 Compliance with System Requirements

System requirements are listed in Appendix C to this RFP.

Requirements are grouped into three priority categories. The proposed Vendor proposed software must achieve a minimum average score of 80 percent, or a minimum of 800 points total, across all priority categories. Instructions for responding to an individual requirement provide for two options:

- A vendor is to enter a value of “Yes” if the proposed software **can** be configured to fulfill the requirement without modification to baseline code.
- A vendor is to enter a value of “No” if the proposed software **cannot** be configured to fulfill the requirement without modification to baseline code.

B-2 Use of Proposed Software

B-3 Vendor Implementation Service Experience

The implementation service Vendor must have completed similar project implementations for at least two (2) similar EMS systems comparable in size and complexity to the State of New Hampshire within the last five years. The specific project proposed software version and functionality must be described.

B-4 Proposed Project Team

The proposed project team must include individuals with substantial experience in:

- Business process improvement;
- Communication and training in a complex setting; and
- Solid understanding of Technical matters associated with the proposed solution.
- Understanding of Emergency 911
- Similar experience in this type of project

For the purpose of evaluating compliance with this requirement, the vendor team is permitted include subcontractors. Also, one team member may be identified to fulfill the experience requirement in multiple areas.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

APPENDIX C: SYSTEM REQUIREMENTS

The spreadsheet will be structured to ease preparation of Sections III through V of the Proposal.

C-1 Priority 1 Requirements

State Priority 1 requirements represent essential features of Trauma and Emergency Medical Services Information System product. A list of Priority 1 requirements organized by subject area follows.

C-1.1 Data Capture Requirements

1. Provide for a streamlined data capture process that reduces keystrokes.
2. Ensure that New Hampshire Pre-Hospital Dataset allows for all required and optional data.
3. The electronic format must follow an intuitive flow for data entry and provide features such as highlighting, table driven drop down lists, pre-populated fields, re-centering and capturing system dates. Pre-populate with time, location, Unit, and other demographics.
4. Provide for multiple data capture solutions including fixed and mobile locations. System must support the use of PDA equipment if an EMS group desires to implement this feature.
5. Data capture solution should support DOS BEMS Research Section and EMS Units and be Browser-based.
6. Data capture solution must support citizens/providers and be browser-based.
7. Provide a standard browser-based application for EMS data capture.
8. The data capture solution must validate data at entry and report a user-friendly error message if incorrect.
9. The data capture solution must send electronic TEMSIS data to DOS.
10. Data capture solution assigns a unique number, for example Provider Number.
11. Accept a partial submission. Allow system to add data (person data from previous trips, time information from 9-1-1 or dispatch), and allow update that may include sending an electronic report back to the author (on another machine). ???
12. When a partial report is submitted with core data, the system will fill in as much information as is available. The updated report can be accessed by the provider (Emergency Medical Technician) and/or superior for validation, update and approval.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

13. Incorporate industry standards such as NEMSIS. (National Emergency Medical Services Information System)
14. Provide audit trail for all submissions, access, faxing, and printing of PCR's (Patient Care Report(ing) to be HIPAA compliant.

C-1.2 Data Storage & Exchange Requirements

15. Consolidate PCR data – no multiple DB copies. ???
16. Migrate data to a repository that allows easier access.
17. Provide an on-line transaction processing (OLTP) database for transaction data processed by DOS.
18. Provide a browser accessible content management solution.
19. Provide a content management system searchable by criteria other than date, time and location of call and can include all indices.
20. Permit access from the analyst's desktop to all PCR images including material scanned into the system.
21. Automatic linking when the document hits content management CODES link to ARMS.
22. Receive and validate quality of digital report images submitted.
23. Utilize XML for exchanges between the TEMSIS solution and other systems.
24. Share identifiable data with medical facilities upon completion of report through data upload or fax.
25. Share non-identifiable data between DOS, DOT and other agencies as applicable.
26. Provide an interface to Computer Aided Dispatch initially from 9-1-1 at the Bureau of Emergency Communications and expanding to other dispatch centers.
27. Provide optional capability for an interface for EMS Billing.
28. Provide an interface to NFIRS.
29. Provide PCR data for CODES without re-keying.
30. Support online, interactive lookups

C-1.3 Data Analysis and Reporting Requirements

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- 31. Provide a robust solution for analysis and reporting that allows for easy access and manipulation of data.
- 32. Provide ability to search any field or a combination of fields in the PCR such as date, location and weather condition.
- 33. Provide analysis tools to authorized users (e.g. State Medical Director, System Administrator, Supervisors) that request queries and ad-hoc reports from the data repository.
- 34. Provide web-based analysis tools for ad-hoc or pre-determined reports.
- 35. Provide reports to compare accident rates/accident history for safety concerns.
- 36. Provide ability to report on patient history by location or name.
- 37. Generate mandated and standard reports to include utilization of resources, skill tracking and unit hour utilization.

C-1.4 General Requirements

- 38. Provide a mechanism for maintaining a PCR status and track reports through approval and completion.
- 39. Capture and associate PCR and supplemental data from end-to-end of process.
- 40. Provide electronic notifications for report corrections to the local EMS Units.

Continued Maintenance and Support

- 41. Ease of maintenance and software update: Maintenance for scheduled implementations of point releases or major upgrades must be able to be done with ease and no loss of data.
- 42. Remote upgrades: Provide the ability to update the software from remote locations.
- 43. Backup and recovery: Provide a method of backup and recovery of software.
- 44. Ad Hoc reporting: provide ability for ad hoc reporting.
- 45. Ability to print reports to a local or network printer.
- 46. Consistent look and feel: Provide a consistent GUI across the product to assist in the user's learning and ongoing system use and improve productivity. Provide a consistent icon appearance for common functions and include user-friendly features such as pull down menus; point and click operation; scroll bar and scrollable list boxes.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- 47. Previous screen; provide the ability for a user to return to the previous screen within a menu or a previous menu.
- 48. Provide pop-up windows on data entry screens that display field values and permit selection of field values based upon cursor location.
- 49. Toggling Among Windows – Provide the ability to allow a user to toggle between the active application and other applications currently running.
- 50. Error Messages: Provide online error messages that make sense to the user and corrective actions needed.
- 51. Online Help: Provide online help and search within the application.
- 52. Integration with Desktop Applications- Provide basic integration with desktop applications, including support of "cut and paste" capabilities between desktop applications.
- 53. Download to Spreadsheet or database Application; provide the ability to download data and reports to a spreadsheet or database application.
- 54. System Upgrades; allow for efficient implementation of system upgrades and new releases.
- 55. Data Integrity: Allow for application upgrades and downgrades while preserving the integrity of the data that has been entered into the database.
- 56. Dump file: provide a system dump file or log file for application crashes.

Training

- 57. Provide necessary tools for training EMS Unit Leaders/ Providers for PCR and training for analysis of information for DOS BEMS personnel at the Richard M. Flynn Fire Academy.

Technical Requirements

- 58. Platform Requirement: Application must be able to run on internet capable Java based system. Provide a list of the hardware and software necessary to run and maintain the proposed system in the test, training and production environments.

Security

- 59. Provide an interface for submitting requests for addendum reports via browser for compliance with HIPAA.
- 60. Provide levels of reporting based upon users position within the EMS Unit for compliance with HIPAA.
- 61. Provide user administration functions for user setup, role definition, security profile maintenance, etc.
- 62. Provide a secure mechanism to enable authorized users to access data in a timely and efficient manner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

63. Single Password: Allow for the establishment of passwords, such that a user only has to log on once to access all application modules for which he/she is authorized to access.
64. Password Length: Ensure that each user ID defines a password with a minimum length of eight (8) alphanumeric characters.
65. Password Mask: Mask password entry so that passwords cannot be viewed while being entered.
66. Password Expiration: Establish a parameter-driven timeframe for expiration of passwords.
67. Mass Password Expiration: Provide ability to enforce the changing of all passwords upon demand.
68. Reminder to Change Password: Provide prompting to modify a password at least five (5) days prior to expiration.
69. Final Opportunity to Change Password: Provide a user whose password has expired with a final warning and one more login attempt to change their password.
70. Password Lockout: Provide ability to disable log-on capabilities if unsuccessful password entry is attempted after a parameter-driven number of unsuccessful attempts. Provide the ability for automatic notification of security administrator upon disabling log-on capabilities.
71. Password Reset: Allow security coordinators to reset passwords without knowing the existing password.
72. Multiple Log-Ons: Provide ability to limit log-on of a user ID to one workstation at a time. If such functionality is enforced, provide a message that the user ID is already in use if a user attempts to log onto a second workstation.
73. Menu Restrictions: Limit the display or view on system menus where the user does not have the proper privileges or rights to display.
74. The proposed solution software must be interactive, server-based internet ready via a web browser.
75. The solution must provide data integrity, validation, and verification. It must ensure the integrity of the data from the time it leaves the user's entry point until it is recorded in the database, as well as when the information is provided for reporting and analysis
76. System Documentation should include technical overview and specifications, Software configuration, User documentation, Security system administration documentation, data model diagram, training documentation and manuals/handbooks, test plans and change control process.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

77. Testing shall include planning, test scenarios and script development, data and system preparation for testing, execution of testing and support of BEMS and EMS interfaces during the acceptance testing.

C-2 Priority 2 Requirements

State Priority 2 requirements represent important features of the Trauma and Emergency Medical Services Information System product. A list of Priority 2 requirements organized by subject area follows.

C-2.1 Data Capture Requirements

1. Provide a data acquisition capability for medical recording devices such as Cardiac Monitors, Saturation Oxygenation (SpO₂), Endtidal Carbon Dioxide EtCO₂.
2. Provide a scanning capability for data capture, i.e., digital photos.
3. Utilize a standard list of unique names for roads use NEMA standards.

C-2.2 Data Storage & Exchange Requirements

4. Provide for a document imaging capability.
5. Provide multiple screen concept for facilitated data entry (key from image). Patient Care Reports come in to a Fax server for example, brought up on screen.
6. Provide electronic submission of reports through scanned report images (TIFF) and electronic data files where technology permits (Optional).
7. Provide connectivity to DOS Drivers license system to retrieve driver information to populate electronic PCR.
8. Share identifiable data with other systems in real-time or near real-time.

C-2.3 Data Analysis and Reporting Requirements

9. Online Documentation: Provide online documentation.
10. Produce charts and graphs from OLTP database.
11. Provide map-based analysis / GIS mapping function / GIS integrated with accident data (Ability to click on an interactive map to identify accident hot spots).
12. Link to content management solution for reporting and analysis.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

13. Provide aggregate information to interested organizations via download from web.
14. Remote Report Generation; Provide the ability for authorized users in remote offices (e.g. District Office, Fire Stations, Hospitals etc..) to request and generate their own reports.
15. Provide the ability to print only selected parts of a report.
16. Provide the ability to print the report to a local printer and/or network printer.

C-2.4 General Requirements

17. Clearly define the submittal timeframes of Patient Care Report's (core data and the rest) twenty-four (24) hours from dispatch. Refer to Saf-C 9502.07.

C-3 Priority 3 Requirements

State Priority 3 requirements represent desirable features of the Trauma and Emergency Medical Services Information System product. A list of Priority 3 requirements organized by subject area follows.

C-3.1 Data Capture Requirements

18. Integrate GPS with data capture process (need precise location) where technology is available.
19. Allow multiple location information – Latitude/Longitude.
20. Provide a GIS-based to allow collection of state plane coordinates and nodal reference points to augment or supplement GPS.
21. Support data entry using bar-coded drivers license.
22. Personal Digital Assistant (PDA) Field data entry meeting real time requirements

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narratives describing software, technical matters, services, and project management to responses to topics identified in this section. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit. Appendices can be: required, not permitted; or optional. Appendix pages are not counted as part of the "Page Limit".

Table D-1-1: Topics Requiring Narratives	Page Limit	Separate Appendix
Software Topics		
Product Literature	1	Required
Software Architecture	3	Required
Software Releases	5	Not Permitted
System Assurance	3	Optional
Federal Reports	2	Required
Ad Hoc Reporting	3	Not Permitted
Technical Topics		
IT Standards	2	Not Permitted
Interface Standards	2	Optional
Backup and Recovery	2	Not Permitted
Archiving	2	Not Permitted
Environment Setup	2	Not Permitted
Service Topics		
Implementation Approach	10	Not Permitted
Communication and Agency Outreach Approach		
Acceptance Testing	6	Required
Interfaces	3	Not Permitted
User Training Approach	6	Not Permitted
System Acceptance Criteria	6	Not Permitted
Project Management Topics		
Status Meetings and Reports	3	Required
Risk and Issue Management		
Scope Control	2	Not Permitted
Preparation of State Staff	3	Not Permitted
Quality Assurance Approach	6	Not Permitted
Work Plan	No Limit	Required

D-1 Software Topics.

This section provides a series of topics related to the proposed software that the State of New Hampshire will consider in the development of Trauma and Emergency Medical Services Information System.

Product Literature

Response Page Limit: 1 – Appendix Required

Provide an appendix with sales literature describing functionality of the proposed software. Provide a table with references to pages in the appendix that describe

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

functionality addressed for all appropriate topics for narrative responses. (The one (1) page limit for this topic refers to the reference table only. No limit is imposed on the appendix. Also, sales literature refers to published material available to prospective clients).

Software Architecture

Response Page Limit: 3

The State prefers a Web-based system, with a browser as the principal user interface mechanism. Although the State is open to alternatives that are proven to provide better value, it prefers to operate its system database tier on the HP-UX platform and Oracle relational database.

Provide a description of the technical architecture of the proposed solution. The following topics, at a minimum, should be addressed:

- Is the proposed software based upon an n-tiered, browser-based architecture?
- Does any part of the proposed solution require software (other than a browser) need to be installed on the client workstation? If yes, describe software that must be installed and the access authorization level required to install it.
- Is the HP-UX operating system and Oracle relational database a supported configuration of the proposed system?
- Are there any components of the system that must reside on another platform?
- What application servers are used to support the proposed solution?
- What add-on or third-party software is required to support the functionality desired by the State?
- What programming languages are used for development, configuration and customization of the proposed solution?
- What components of the software, such as middleware, are proprietary?
- What is the growth potential of the proposed system?
- What is the timeframe for technical obsolescence of the proposed software? (For the purpose of this question, the version of the proposed software would be considered obsolete when support is no longer available.)
- What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)
- Please provide a list of and describe the APIs exposed by your system for external application use and the technologies supported (DCOM, J2EE, etc.).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

If the proposed solution does not meet the State's preferences for use of HP-UX platform for the database tier and Oracle relational database, discuss the rationale and advantages of the proposed system.

Software Releases

Response Page Limit: 5

Discuss the following aspects of anticipated future releases of the proposed software. Coverage should include but not limited to the following:

- What types (maintenance, enhancement, other) of release are planned?
- What is the historical (past 3 years) and expected frequency of each type of new release?
- What is the current version of the current release?
- How is the content of future releases determined?
- How is the content of a release communicated to the client?
- Do government clients have input through a users' group or some other mechanism?
- Are enhancements made for specific clients included in future releases?
- What specific enhancements are planned for release within the next 24 months?
- What resources, planning, and technical skills are required to install a release of each type?
- Can components of a release be applied individually or by module without adversely affecting the overall functionality of the system?
- Do configuration settings carry forward from one release to the next or must they be reinstalled?
- Do patches carry forward from one release to the next, or must they be reinstalled?
- How long is a release supported?

System Assurance

Response Page Limit: 3 – Appendix Optional

Describe the system assurance provisions incorporated into the proposed software. At a minimum, discuss the following:

- What process or methodology is employed within the proposed software to ensure data integrity?
- To what degree does the approach rely on system assurance capabilities of the relational database management system (RDMS)?
- If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

Indicate whether the proposed software provides the types of reports and functionality described. If yes, attach excerpts sample reports as an appendix. If no, discuss the creation of such reports.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Federal Reports

Response Page Limit: 1 – Appendix Required

New Hampshire agencies are required to submit a variety of reports to federal authorities. Because the same reports are also required by other jurisdictions, the State believes that TEMSIS software tailored for State governments will provide all or many required reports. Provide a brief overview of federal reports provided in the proposed software. In an appendix organized by federal agency, list specific reports provided by form number and name.

Ad Hoc Reporting

Response Page Limit: 3

In this software solution,, the State seeks robust capability to produce ad hoc reports from the production system. Provide an overview of the ad hoc reporting capability to be provided in the proposed solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication and ease of use, including training required.

Discuss how support is provided for ad hoc reporting without disruption to processing of transactions. Describe how the following needs are addressed:

- Ad hoc reporting;
- Online analytical processing (OLAP);
- Repository for metadata;
- Creation of data extracts, and
- Historical reporting.

D-2 Technical Topics

This section provides a series of technical topics that the State of New Hampshire will consider in selecting TEMSIS software. A maximum length of response for each topic is defined.

State Infrastructure

Response Page Limit: 3

The following table provides information for preliminary sizing estimates.

Table D-2-14-1: EMS Transaction Volumes by Month

Number of Calls by Month, 2002

Month	Number of Calls	Estimated Uncollected	Total
January	8,653	1,341	9,994
February	8,138	1,262	9,400
March	7,750	1,201	8,951
April	7,116	1,103	8,219
May	8,202	1,271	9,473

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

June	8,208	1,272	9,480
July	8,994	1,394	10,388
August	8,699	1,349	10,048
September	7,656	1,187	8,843
October	7,771	1,205	8,976
November	7,351	1,140	8,491
December	8,225	1,275	9,500
Total	96,763	15,000	111,763

The State believes that:

- New central processing capacity will be required to support the software solution;
- Existing network capacity will be adequate for the software solution; and

If these conclusions require reconsideration, provide alternate recommendations with supporting rationale. Focusing on central processing capacity, provide and discuss the specific upgrades proposed. Discussion should address the following:

- What specific hardware configuration should the State acquire to support the proposed software solution?
- What assumptions, metrics or benchmarks served as a basis for the recommendation described?
- Does the recommendation conform to State platform preferences? If not, how is the recommended hardware a superior solution?
- What steps are planned on site to confirm the preliminary recommendation? Again, discuss assumptions, metrics and benchmarks that will be used.

Discuss capacity of other components of the State's infrastructure to support the proposed software solution. Discussion should address but not be limited to the following:

- Based on available information, does the State's existing network appear adequate to satisfy demands of the software solution?
- What methodology will be used on site to analyze the capacity of the State's network? What assumptions, metrics or benchmarks will be employed?
- What are the minimum and optimal desktop standards for the software solution? If different, how will the optimal solution serve the State better than the minimum solution?

Propose a response standard that will be satisfied and discuss how it can be measured.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

IT Standards

Response Page Limit: 2

Describe standards incorporated into the proposed software for:

- Electronic signatures;

Identify whether standards employed are national in origin or are unique to the proposed software.

Interface Standards

Response Page Limit: 2 – Appendix Optional

The State anticipates that some agencies and business partners will need to interface custom software to the State's new system. Describe the mechanisms and tools included in the proposed system to implement these interfaces. Be sure to address the following aspects of this topic:

- What types of interfaces are possible with the proposed system (e.g., online, batch, etc.)?
- What data is available to other systems? What data may be imported/updated from other systems?
- What tools are provided with the system for the development of interfaces?
- What programming languages and/or query languages are required for development of interfaces?
- What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed software?
- Are there any constraints upon the timing of batch interfaces?
- Does the system employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.
- What standard interface formats are used with the proposed software? What degree of flexibility is available?

Backup and Recovery

Response Page Limit: 2

The State seeks a sound backup and recovery provision as part of the solution. Describe the tools used for backup and recovery of applications and data. Identify which tools are included as part of the vendor's solution and which must be provided by the State. Describe the impact of the proposed backup process on the operation of the system. Also address the following:

- Use of and method for logging and journalizing;
- Single points of failure and recommended approaches for their elimination;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Approach to redundancy; and
- Impact of software license fees.

The State believes that additional software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Archiving

Response Page Limit: 2

The vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical data. Describe the scheme (online, near line and off line) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of data selected by the State in an off-line format. Provide a methodology and appropriate tools for the retrieval of the off-line formatted data.

Environment Setup

Response Page Limit: 2

Describe the different software and hardware environments required for the concurrent development, testing, and production of the proposed solution. Discuss how the proposed environments support the phased implementation of system modules, including all necessary training.

The State believes that additional software license fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

D-3 Service Topics.

This section provides a series of topics related to proposed services that the State of New Hampshire will consider in selecting the proposed software solution and system. A maximum length of response for each topic is defined.

Implementation Approach.

Response Page Limit: 10

The State would like to implement all modules of the selected software as quickly as feasible at the lowest possible price. The State recognizes, however, that it might have difficulty coping with a “big bang” statewide implementation strategy. Consequently, the State seeks suggestions on an implementation approach.

Provide one or more feasible implementation plans. For each plan provided:

- Identify timeframes for major milestones for regions of the state

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Discuss cost implications of the plan, including implications on maintenance fees; and
- Address the level of risk associated with the plan.

Conclude by recommending a single implementation plan, which is used as a basis for the cost proposal.

Communication and Agency Outreach Approach

Response Page Limit: 4

Stakeholders for the Trauma and Emergency Medical Services Information System project participated actively in definition of requirements and are anxious for the next step. The State seeks to build on this base with an effective communication program that will broaden awareness of the project, foster continued involvement and set the stage for training and agency outreach programs.

As implementation approaches, the State believes that an outreach program will be needed to support agencies. Outreach activities are likely to include:

- Creation and distribution of materials, guides, and instructions for agency use;
- Assistance in planning for and completing implementation, conversion, and interface tasks;
- Conduct assessments of implementation readiness and effectiveness; and
- Identification, tracking, and resolution of agency concerns.

Describe the proposed communication approach in terms of goals, timing or frequency of activities and media to be employed. Define any responsibilities that the State is expected to fulfill with an estimated resource commitment.

Discuss the evolution and timing of expanding the change management program from a communications focus to an agency outreach. Identify the size and organization of an effective agency outreach team. Indicate projected sources of team members, and describe training that members will require.

Acceptance Testing

Response Page Limit: 6 – Appendix Required

State staff will conduct acceptance testing, but support from the selected vendor is required, refer to Section 6.11: Testing and Acceptance. To define the type of support that will be provided, address the following questions:

- Will configured solution be delivered in functional components for State acceptance testing?
- How much time should the State plan to complete acceptance testing of a component?

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in acceptance testing?
- What support will be provided to prepare State staff for conduct of acceptance tests?
- How will members of the testing team be prepared to test the configured software?
- What documentation of configured software will be available to the testing team?
- Based on experience in similar projects, how many and what types of defects are likely to be encountered in acceptance testing? (Include metrics from other projects to support this response.)
- How much time is available for comprehensive testing and correction of defects prior to implementation? Based on metrics from similar projects, is it sufficient? (Provide information from other projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected defect be investigated, and what classifications are planned for suspected defects (see definition of Deficiency in Section 3.2)?
- What specific software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected defects?
- Will these tools be available to the State after the project is completed?
- What role will the State play in classification of suspected defects?
- How quickly will software defects be corrected?
- How will the State participate in defining priorities for defect correction?
- Will system performance be measured and documented using the State's infrastructure and data? If yes, how?

Provide a sample acceptance test plan from a completed project as an appendix.

Interfaces.

Response Page Limit: 3

Current and proposed interfaces to other systems are listed in Section A-3 of Appendix A: Background Information. Some of these interfaces may no longer be needed when Trauma and Emergency Medical Services Information System is implemented but others will be required.-NEED TO CLARIFY WHICH ONES WILL BE GOING AWAY

Constructing interfaces will require cooperative efforts involving State and Vendor staff. Discuss the proposed approach for developing interfaces. Be sure to distinguish between State and Vendor responsibilities.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

User Training Approach.

Response Page Limit: 6

The State currently provides very limited centralized training in existing statewide systems but understands the importance of training to succeed in Trauma and Emergency Medical Services Information System implementation. Due to its lack of experience, the State seeks detailed discussion of training alternatives in addition to a recommended training approach.

Describe the conduct of an assessment of needs; identify causal, power, and specialty users; develop a curriculum for each audience; and conduct, evaluate, and refine training courses. Questions to address include, but are not limited to, the following:

- What type of training (instructor led vs. computer based) will be used for each purpose and why?
- What methods will be employed to evaluate training activities?
- How will training be coordinated with other user support activities?
- Will manuals be adequate to enable trained users to research answers to their own questions?
- If the perception is that they're not adequate, can those manuals be quickly revised?
- How will the State be prepared to conduct ongoing training after implementation is completed?
- Are training manuals on-line and maintained as part of a maintenance agreement?
- Train the Trainer technique

System Acceptance Criteria

Response Page Limit: 6

Propose measurable criteria for State final acceptance of the system. Discuss how the proposed criteria serve the interest of the State.

D-4 Project Management Topics

This subsection provides a series of topics related to management of the project that the State of New Hampshire will consider in selecting the software and system. A maximum length of response for each topic is defined.

Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

The State believes that effective reporting through meetings and written reports is essential to project success. At a minimum, the State expects the following:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Introductory Meeting: Participants will include key vendor staff and State project leaders from both the Department of Safety Bureau of Emergency Medical Services and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.
 - Kickoff Meeting: Participants will include the project team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - Status Meetings: Participants will include project leaders from the Vendor and the State. These meetings, which will be conducted at least biweekly, will address overall project status and any additional topics needed to remain on schedule and within budget. A status report from the vendor will serve as the basis for discussion.
 - The Work Plan must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis.
 - Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.
 - Exit Meeting: Participants will include project leaders from the vendor and the State. Discussion will focus on lessons learned from the project and on follow up options that the State may wish to consider.
 - The State expects the Vendor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a vendor responsibility.
- Vendor shall submit reports in accordance with the Schedule and terms of this Contract. All reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Coordinator, or itself produce reports related to Project Management as reasonably requested by the State. Vendor must produce project status reports which shall contain, at a minimum, the following:
 - a. Project status as it relates to Work Plan
 - b. Deliverables status
 - c. Accomplishments during weeks being reported
 - d. Planned activities for the upcoming two week period
 - e. Future activities
 - f. Issues and concerns requiring resolution
 - g. Financial Status to be updated once a month

Describe the process that will be employed. Be sure to cover the following:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and
- Agenda for the exit meeting.
- As an appendix, provide an example of status reports prepared for another project. Names of the project and of any individuals involved may be removed.

Risk and Issue Management

Response Page Limit: 3

Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a contract between the State and the Vendor.

Scope Control

Response Page Limit: 2

Suggest an approach for scope control. Describe how the approach has been employed effectively on another project. Discuss how promptly the vendor will provide cost estimates for proposed changes to scope.

Preparation of State Staff on the Project Team

Response Page Limit: 2

Describe how State staff assigned to the project team will be prepared to contribute. Provide an overview of System interactions and dependencies between functions.

Quality Assurance Approach

Response Page Limit: 6

The State has identified three categories of deliverables:

- Written Deliverables, such as a training plan;
- Software Deliverables, such as accessible software; and
- Non-software Deliverables, such as conduct of a training course.

Describe the methodology that will be employed to assure that each type of deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:

- Provision for State input to the general content of a written deliverable prior to production;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- The standard for vendor internal review of a written deliverable prior to formal submission; and
- Testing of software deliverables prior to submission for acceptance testing.

Work Plan

Response Page Limit: None – Appendix Required

The State sees a Work Plan as essential to reaching a comprehensive agreement with a vendor. Consequently, the State will seek to refine the proposed Work Plan during contract negotiation with the selected vendor and to incorporate the refined Work Plan by reference into a contract.

Provide a preliminary Work Plan depicting tasks, task dependencies, schedule, milestones, Deliverables, and payment schedule. Define both proposed written and software Deliverables. Include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, provide information about staffing.

Describe all Deliverables to be produced in the project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discussion the following:

- All assumptions upon which the Work Plan is based;
- Descriptions of recommended roles by activity and time required for both State and vendor members of the project team;
- Assignments of members of the vendor's team identified by role to specific tasks; and
- Critical success factors for the project.

Discuss how this Work Plan will be used and State access to plan details, including resource allocation. Also discuss frequency for updating the plan, at a minimum once a week, and for every status meeting. Explain how the State will know whether the project is on schedule and within budget.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are an important factor in selecting TEMSIS software and accompanying implementation and follow-on support services. To facilitate evaluation of Vendor qualifications, the State seeks information about: (1) corporate qualifications of each Vendor proposed to participate in the project, (2) proposed team organization and designation of key staff, (3) individual qualifications of candidates for the role of project manager, and (4) individual qualifications of candidates for other key staff roles. This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors that will participate in the project.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must identify any subcontractor(s) and provide the following for the Vendor and each subcontractor identified:

E-1.1.1 Corporate Overview (2 page limit)

Identify the proposed role of the firm on the project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of project implementations, and experience in New Hampshire.

E-1.1.2 Financial Strength

Provide the following:

1. The current Dunn & Bradstreet report on the firm;
2. The firm's two most recent audited financial statements; and
3. The firm's most recent unaudited, quarterly financial statement.

E-1.1.3 Litigation

Identify and describe any litigation filed by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.1.4 Prior Project Descriptions (5 limited to 3 pages each)

Provide descriptions of five (5) similar projects completed in the last five (5) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire proposed solution project that participated in the project.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

E-2 Team Organization and Designation of Key Vendor Staff

Provide an organizational chart depicting the Vendor project team. This chart should identify key staff from the Vendor, any subcontractors, and the State. State roles should be based on information provided in Section A-5: *State Project Team* of Appendix A.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff.

A single team member may be identified to fulfill the experience requirement in multiple areas.

E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Worksheet to coverage of organization. The required format follows. Roles identified in this worksheet must correspond to State positions identified in the organizational chart.

Table E-2 – 1: Proposed State Staff Resource Hours Worksheet

State Role	Hours Per Phase					Total
	Initiation	Pre-Config./ Design	Configuration	Implement.	Control / Close Out	
Project Manager						
Position 1						
Position 2						
Position 3						
Position 4						
Position 5						
State Total						

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the project manager are particularly critical. Therefore, the State requires that the project manager be identified with some degree of certainty and be available when the project begins.

The State requires that the Project Manager be assigned full time, on site for the duration of the project. For each Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three references, with contact information that can address the candidate's performance on past projects.
- Solid understanding of Technical matters associated with the proposed solution.
- Understanding of Emergency 911
- Similar experience in this type of project

E-4 Candidates for Key Vendor Staff Roles

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the project team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three references, with contact information that can address the individual's performance on past projects.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of key staff assigned to the project are critical. Describe any assurances that will enable the State to have confidence that individuals proposed for key Vendor staff positions will be available for and assigned to the proposed project solution.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

APPENDIX F: PRICING WORKSHEETS

A vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

F-1 Activities/Deliverables/Milestones Pricing Worksheet


The Vendor must include, within the Firm Fixed Price  IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table F-1 – 1: Activities/Deliverables/Milestones Pricing Worksheet

Project Deliverables	Anticipated Due Date	Payment Amount
1. a. Project Work Plan including milestones for design, development, installation, testing, training, conversion, and implementation. b. Maintenance and Operational Contingency Plan	a. Due five (5) business days after Contract approval b. Due thirty (30) days after commencement of contract	
2. Status Meetings: a. Project Kick off meeting and minutes b. Weekly meetings and minutes, including weekly updates to the Project Work Plan.	Due seven (7) business days after Contract approval and weekly, on-going	
3. Report of the analysis of business requirements for the TEMSIS system and interface requirements.	October 31, 2004	
4. Preliminary Service Level Agreement (SLA) document for system performance including data entry and lookup time frames, system performance standards, response times, down time parameters, backup and recovery capabilities, and help desk availability.	October 31, 2004	
5. Security Plan including: a. online Web and application access and security. b. backup procedures (how, what, when). c. disaster recovery procedures (how, what, where).	November 15, 2004	
6. Detail Technical Plan for the technical platform and network connectivity requirements including identification, configuration, and installation of all connectivity to and from the host locations, and the backup sites (hardware, software and Internet	November 15, 2004	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

requirements).		
7. Documentation detailing technical requirements for the system, interface activity, report generation, and user requirements	November 15, 2004	
8. Project walk-throughs and transfer of knowledge schedule.	On-going for duration of the contract	
9. System Test Plan and test scripts.	November 15, 2004	
10. Production of a User Manual, System Operation Manual, and a Technical Reference Manual.	December 17, 2004	
11. Detail design and test run of the system report creation process and availability of data access for ad hoc reporting and interface file generation.	December 17, 2004	
12. Creation, test and implementation of a weekly file generation to the BEMS State server.	December 30, 2004	
13. Report of the testing results and a log of problems and resolutions.	January 7, 2005	
14. Detail design and test run of the reports and required for TEMSIS.	January 10, 2005	
15. Recommendation report on required training.	November 1, 2004	
16. Training schedule plan for users and State personnel (train the trainer).	November 15, 2004	
17. Production implementation <ul style="list-style-type: none"> a. Plan, detailing interface activity, report generation, hardware and software considerations and connectivity, and Internet requirements and preparation. b. Delivery of final source code and system documents c. Production implementation 	January 28, 2005	
18. Payment for hold back at the end of the warranty period.	At the end of the warranty period	10% holdback

F-2 Proposed Position – Initial Contract Term Vendor Rates Worksheet

Using the format provided in the following table, list titles of proposed positions on the project team to be filled by vendor staff. Under “Number of Staff,” indicate the number of positions that will be assigned the title. Include hours and rates for all staff that will hold the title on the Vendor project team through June 30, 2005.

Table F-2 – 1: Proposed Position – Initial Contract Term Vendor Rates Worksheet

Position Title	Number of Staff	Hours	Hourly Rate	Subtotal (Hours X Rate)
Position #1				
Position #2				

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Position #3

Total

F-3 Proposed Vendor Staff and Resource Hours Worksheet

Use the Proposed Vendor Staff Position and Resource Hours Worksheet to indicate the individuals that will be assigned to the project. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase and that hours should be designated as on or off site.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Table F-3 – 1: Proposed Vendor Staff and Resource Hours Worksheet

Title	Name	Location	Phase					Total
			Initiation	Pre-Configuration	Configuration	Implementation	Control & Close Out	
Project Manager		On Site						
		Off Site						
Position 1		On Site						
		Off Site						
Position 2		On Site						
		Off Site						
Position 3		On Site						
		Off Site						
Total		On Site						
		Off Site						

F-4 Future Vendor Rates Worksheet

The State may request additional services from the selected vendor and requires rates in the event that additional service is required. The following format must be used to provide this information. “SFY” refers to State fiscal year. The New Hampshire State Fiscal year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F-4 – 1: Future Vendor Rates Worksheet

Position Title	SFY 2006	SFY 2007	SFY 2008	SFY 2009
Project Manager				
Position #1				
Position #2				
Position #3				

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

F-5 Software Licensing, Maintenance, and Support Pricing Worksheet

For software licensing, maintenance, and support costs, complete a worksheet based on the following model. All costs must be included in the table.

Table F-5 – 1: Software Licensing, Maintenance, and Support Pricing Worksheet

Function	Initial Software License	Post Warranty Maintenance & Support Pricing (specify licensing pricing separate from support - if appropriate)										
		Year										Total:
		1	2	3	4	5	6	7	8	9	10	
Mandatory Functions – Prices Required												
Budgeting												
Financial Accounting												
Purchasing												
Accounts Payable												
Grant and Project Management												
Asset & Inventory Management												
Human Resources												
Revenue and Receipts												
Treasury												
											Grand Total:	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS

G-1 IT Required Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the State.
2. All products developed (requirements, specifications, documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the vendor to successfully complete the assumed assignment will be at the sole expense of the vendor and provided by the vendor.
4. Vendor must agree to provide an “equal or better” replacement for any personnel who leave employment of the vendor during the course of the contract.
5. Vendor must make the individuals available to be interviewed by the State prior to the project assignment.
6. Vendor and its employees assigned to this project must sign a “Computer Access and Use Agreement.”
7. The State may require a detailed background check on any individual assigned to the project, as this project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

G-2 Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), User understands and agrees to the following rules:

1. That at all times utmost care shall be used in protecting Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
2. That any person or any use not specifically known by the User as being authorized to access or use Information must be promptly reported to the appropriate supervisor.
3. That Information shall be used solely for the purpose of conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal or other private use.
4. That at no time shall User access or attempt to access any Information without having the express authority to do so.
5. That at no time shall User access or attempt to access any Information in a manner inconsistent with the approved method of system entry.
6. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.
7. That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Use of personal or a third party's equipment or software at State facilities is strictly forbidden unless prior written approval has been obtained, and in the case of microcomputer software, a virus scan has been performed by the State LAN administrator.
8. That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

9. That at no time shall User share or use another person's confidential computer password(s) or premises access card.
10. That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
11. That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
12. That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
13. That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
14. That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

G-3 New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDORS NEED TO SUBMIT)

As a condition of contract award, the **Vendor** must furnish a Certificate of Authority/Good Standing dated **after April 1, 2004**, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a certification thereof may be obtained from the Secretary of State.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

G-4 State of New Hampshire Terms and Conditions

**STATE OF NEW HAMPSHIRE
TERMS AND CONDITIONS**

The following Terms and Conditions shall constitute the basis for any contract resulting from the RFP.

1. EFFECTIVE DATE: COMPLETION OF SERVICES.

- 1.1 This Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Council of the State of New Hampshire approves this Contract (the "Effective Date").
- 1.2 If the date for commencement in the Contract precedes the Effective Date, all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or services performed; however if the Contract becomes effective all costs incurred prior to the Effective Date shall be paid under the terms of the Contract. All services must be completed by the date specified in< LOCATION?>.

2. CONDITIONAL NATURE OF CONTRACT.

Notwithstanding anything in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account in the event funds in the account identified for this project, Funds XXX, Department of Safety, Organization 4206, Object Class 010 023, are reduced or unavailable.

3. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

- 3.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B of the Contract.
- 3.2 The payment by the State of the contract price shall be the only, and the complete reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

compensation to the Contractor for the services provided under the Contract. The State shall have no liability to the Contractor other than the contract price.

- 3.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.
- 3.4 Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the Contract set forth in <PART OF CONTRACT EXHIBIT A OR B> _____ of the Contract.

**4. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS:
EQUAL EMPLOYMENT OPPORTUNITY.**

- 4.1 In connection with the performance of the Contract, the Contractor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. The Contractor shall also comply with all applicable local, state and federal licensing requirements and standards necessary in the performance of the Contract.
- 4.2 During the term of the Contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.
- 4.3 If the Contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of the Contract.

5. REGULATORY/GOVERNMENTAL APPROVALS.

Any contract awarded under the RFP shall be contingent upon the Contractor's obtaining all necessary and applicable regulatory or other governmental approvals.

6. PERSONNEL

- 6.1 The performance of the Contractor's obligations under the Contract shall be carried out by the Contractor. The Contractor shall at its own expense provide all personnel, materials and resources necessary to perform the services under the Contract. The Contractor warrants that all personnel engaged in the services shall be qualified to

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

- 6.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 6.3 The Contracting Officer or his/her successor shall be the State's representative. In The event of any dispute governing the interpretation of the Contract, the Contracting Officer's decision shall be final for the State.

7. TERMINATION

EVENT OF DEFAULT, REMEDIES.

- 7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default ("Events of Default"):
 - 7.1.1 Failure to perform the services or provide the products furnished under the Contract satisfactorily or on schedule; or
 - 7.1.2 Failure to submit any report required by and in accordance with the Contract; or
 - 7.1.3 Failure to perform any other covenant or condition of the Contract.
- 7.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 7.2.1 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time by the State, thirty (30) days from the certified date of delivery of the notice; and if the Event of Default is not timely remedied, terminate the Contract, effective two (2) days after giving the Contractor notice of termination; and
 - 7.2.2 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and suspend and withhold all payments to be made under the Contract without work stoppage and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contract has cured the Event of Default;
 - 7.2.3 Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- 7.2.4 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- 7.3 If in the judgment of the State the Contractor's default is not substantial to require termination at that time, and the Contractor is not curing the default, and the default is capable of being cured by another resource without unduly interfering with the Contractor's continued performance, the State may at its discretion provide or procure services reasonably necessary to cure the default, and the Contractor shall reimburse the State for the reasonable cost of such services. The Contractor must cooperate with the State and resources in any such efforts to cure the default.
- 7.4 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- 7.5 The Contractor's monetary liability to the State shall not exceed two times the total contract price. This limitation shall not include the Contractor's indemnification obligations under section 14 hereunder.
- 7.6 Subject to applicable law and regulations, the State's monetary liability to the Contractor shall not exceed two (2) times the total contract price.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of the Contract.

Termination For Convenience.

The State may, at its sole discretion, terminate the Contract, in whole or part, by thirty (30) days notice to the Contractor. If this Contract is so terminated, the State is liable only for payments required by the terms of this Contract for Software and Services for which the Department has given its acceptance.

During the thirty (30) day period, the Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services. If this Agreement is so terminated, the Department shall be liable only for payment in accordance with the terms of the Contract for Services rendered prior to the effective date of termination.

In case of such termination for convenience, the State shall pay to Contractor the agreed upon price, if separately stated, for deliverables for which acceptance has been given by the State.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Termination for Conflict of Interest.

The State may terminate this Contract if there is a violation of applicable laws and regulations regarding ethics in public acquisitions and procurement and performance of contracts. If the Contract is terminated pursuant to a violation by the Contractor, the State may pursue the same remedies against Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

Termination Procedure.

Upon termination of the Contract, the State, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the State any property, including Software and Non-software Deliverables, for such part of this Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- Stop work under this Contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
- Promptly, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- Complete performance of such part of the Contract that has not been terminated by the State;
- Take such action as the State directs, or as necessary to preserve and protect the property related to this Contract which is in the possession of Contractor and in which State has an interest;
- Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- Provide written certification to the State that Contractor has surrendered to the State all said property.

8. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- 8.1 As used in the Contract, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Contract, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 8.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under the Contract, shall be the property of the State, and shall be returned to the State upon demand or upon termination of the Contract for any reason.
- 8.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

9. FORCE MAJEURE

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

10. INFORMATION

- 10.1 In performing its obligations under the Contract, the Contractor may gain access to information of the State, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor’s performance under the Contract.
- 10.2 The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the State that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.
- 10.3 Any disclosure of the State’s information shall require prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State’s information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.
- 10.4 In the event of unauthorized use or disclosure of the State’s information, the Contractor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

10.5 Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it claims to be confidential or proprietary. The Contractor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential or proprietary, the State shall notify the Contractor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor without any liability to the Contractor.

10.6 This section shall survive the termination of the Contract.

11. CHANGE OF OWNERSHIP.

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or its successors or assigns for such period of time as determined necessary by the State, or immediately terminating the Contract.

12. CONTRACTOR'S RELATION TO THE STATE.

In the performance of the Contract the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.

13.1 Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the State. The State reserves the right to require that the Contractor submit for the State's prior approval all contractual and other relevant documentation relating to the subcontractor's performance of obligations required under the Contract and to include terms consistent with the terms and conditions of this Contract as deemed necessary and appropriate by the State. Any attempted transfer, assignment, delegation or other transfer made without the State's prior written consent shall be null and void.

13.2 Any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor shall it affect any remedies available to the State that may arise from any breach of the provisions of the Contract or

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

warranties made in the Contract. The Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, subcontractors or other transferees are used. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, its subcontractors, and assignees.

The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

This covenant shall survive the termination of the Contract.

15. INSURANCE AND BOND.

15.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

15.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

15.2 The policies described in subparagraph 15.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

16. WAIVER OF BREACH.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

17. NOTICE.

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO CONTRACTOR:

[Name]
[Address]
[City, Town][zip]
[Telephone number]

TO STATE:

State of New Hampshire
Department of Administrative Services
25 Capital Street, Room 102
Concord, NH 03301
(603) 271-3204

18. AMENDMENT.

The Contract may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

19. CONSTRUCTION OF CONTRACT AND TERMS.

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any action may only be brought in the State of New Hampshire Merrimack County Superior Court.

20. THIRD PARTIES.

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

21. HEADINGS.

The headings in the Contract shall not be held to explain, modify, amplify or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

22. ENTIRE CONTRACT.

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

G-5 HIPAA Standards for Privacy – Business Associate Agreement

STANDARD EXHIBIT H

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, “Business Associate” shall mean the Contractor and “Covered Entity” shall mean the state of New Hampshire, Department of Administrative Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR Section 164.501.
- b. “Data Aggregation” shall have the same meaning as the term “data aggregation” in 45 CFR Section 164.501.
- c. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 CFR Section 164.501.
- d. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- a. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- b. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162 and 164, as amended from time to time.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

(2) Use and Disclosure of Protected Health Information (PHI)

a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement, as amended to include this Exhibit H. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.

b. Business Associate may use or disclose PHI:

- (i) For the proper management and administration of the Business Associate.
- (ii) As required by law, pursuant to the terms set forth in paragraph c. below.
- (iii) For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, as amended to include this Exhibit H, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, as amended to include this Exhibit H, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement, as amended to include this Exhibit H.
- c. Business Associate shall make available all of its internal policies and procedures, books, and records relating to the use and disclosure of PHI received from or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.
- d. Business Associate shall require all of its directors, officers, employees, agents, subcontractors, and third parties that receive, use, or have access to PHI under the Agreement, as amended to include this Exhibit H, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)k. herein. Business Associate shall also require its agents, subcontractors, and third parties to indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the agents, subcontractors, and third parties.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available, during normal business hours, at its offices, all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement, as amended to include this Exhibit H.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI, in a designated record set, to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a designated record set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall, within two (2) business days, forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, as amended to include this Exhibit H, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of the Agreement, as amended by this Exhibit H, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520 to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Term and Termination.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

a. Term. The Agreement, as amended to include this Exhibit H, shall become effective as of the date approved by Governor and Council and shall continue in effect until (i) termination of the Agreement, (ii) termination as provided herein, or (iii) termination by mutual agreement of the parties.

b. Termination for Cause.

Covered Entity may immediately terminate the Agreement, as amended to include this Exhibit H, if it determines that Business Associate has violated the Agreement. Upon Covered Entity's knowledge of a breach by Business Associate, Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used but not otherwise defined herein shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit H, to a Section in the Privacy Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, as amended to include this Exhibit H, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and State law.
- c. No Third Party Beneficiaries. Nothing express or implied in the Agreement, as amended to include Exhibit H, is intended or shall be deemed to confer upon any person or entity other than the Covered Entity, the Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever.
- d. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- f. Interpretation. The parties agree that any ambiguity in the Agreement, as amended to include this Exhibit H, shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.
- g. Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

the Business Associate, including without limitation its directors, officers, and employees.

- h. Segregation. If any term or condition of this Exhibit H or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit H are declared severable.
- i. Survival. Provisions in this Exhibit H regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in Section 3k., the defense and indemnification provisions of Section 3d., and Section 6g. shall survive the termination of the Agreement.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

STATE OF NEW HAMPSHIRE
DEPARTMENT

Name of Authorized Representative
Title of Authorized Representative

Date: _____

CONTRACTOR NAME

Name of Authorized Representative
Title of Authorized Representative

Date: _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

G-6 Sample Escrow Agreement

SOFTWARE ESCROW AGREEMENT

For

The information contained within this document relates to _____ pricing policies, method of operation, and other proprietary and confidential information. This document is supplied solely for the purpose of enabling the recipient of the proposal to evaluate it. This information shall be made available only to the recipient's personnel who are responsible for evaluating its merits, and shall not be disclosed to any other person or entity including but not limited to the competitors of _____.

SOFTWARE ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made as of this _____ day of _____, _____, by _____ and _____ between _____, having its principal offices at _____ ("Licensor"), and _____, a _____ corporation and having its principal offices at _____ which Agreement is for the benefit of various licensees listed on Exhibit C (Individually or collectively the "Licensee") which will be updated from time to time.

WHEREAS, Licensor intends to deliver to _____ a sealed package containing magnetic tapes, disks, disk packs, or other forms of media, in machine readable form, and the written documentation prepared in connection therewith, and any subsequent updates or changes thereto (the "Deposit Materials") for the computer software products (the "System(s)"), all as identified from time to time on Exhibit B hereto; and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

WHEREAS, it is the policy of the Licensor not to disclose the Source Code and related documentation and any revisions thereof for the product (hereinafter referred to as the "Source Code") to its customers except as provided in an applicable escrow agreement; and

WHEREAS, Licensor desires ____ to hold the Deposit Materials, and, upon certain events, deliver the Deposit Materials (or a copy thereof) to an individual Licensee, in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, with the intent to be legally bound, hereby agree as follows:

1. Delivery by Licensor. Licensor shall be solely responsible for delivering to ____ the Deposit Materials within 30 days of execution of this agreement. ____ shall hold the Deposit Materials in accordance with the terms hereof. Licensor shall certify to the Licensee that the materials delivered to ____ are complete and accurate. ____ shall have no obligation to verify the completeness or accuracy of the Deposit Materials. ____ will issue to Licensor a receipt for the Source Code upon delivery. ____ will allow the State reasonable access to verify the completeness or accuracy of the Deposit Materials.
2. Duplication; Updates.
 - (a) ____ may duplicate the Deposit Materials by any means in order to comply with the terms and provisions of this Agreement, provided that Licensor shall bear the expense of duplication. Alternatively, ____, by notice to Licensor, may require Licensor to reasonably promptly duplicate the Deposit Materials.
 - (b) Licensor may deposit with ____ any modifications, updates, new releases or documentation related to the Deposit Materials by delivering to ____ an updated version of the Deposit Materials ("Additional Deposit") as soon as practicable after the modifications, updates, new releases and documentation have been developed by Licensor. ____ shall have no obligation to verify the accuracy or completeness of any Additional Deposit or to verify that any Additional Deposit is in fact a copy of the Deposit Materials or any modification, update, or new release thereof.
 - (c) ____ acknowledges that the Source Code and any other information provided to the Escrow Agent by the Licensor in connection with this Escrow Agreement are proprietary to the Licensor and shall be held in confidence by ____ notwithstanding any termination of this Escrow Agreement.
3. Notification of Deposits. Simultaneous with the delivery to ____ of the Deposit Materials or any Additional Deposit, as the case may be, Licensor shall deliver to ____ and to Licensee a written statement specifically identifying all items deposited.
4. ____ agrees to keep complete written records of the activities undertaken and materials prepared pursuant to this Escrow Agreement. The Licensor shall be entitled at reasonable times during normal business hours to inspect and reproduce the records of ____ with

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

respect to this Escrow Agreement. Further, Licensor shall be entitled during normal business hours to inspect at the facilities of ____ the physical and technical status and condition of the Source Code.

5. Release From Escrow.

- (a) ____ shall seven days following receipt of affidavit, which is from an officer of Licensee to ____ sent via certified mail with return receipt requested, and which states that one of the following events has occurred, proceed in accordance with the procedure described in Sections 5(c) through 5(g) below if:
 - (i) Licensor has made an assignment for the benefit of creditors; or
 - (ii) Licensor institutes or becomes subject to a liquidation or bankruptcy of any kind; or
 - (iii) A receiver or similar officer has been appointed to take charge of all or part of Licensor's assets; or
 - (iv) Licensor terminates its Maintenance and Operations Support Services for Licensee for the Systems or has ceased supporting and maintaining the Systems for Licensee whether due to its ceasing to conduct business generally or otherwise; except in the case where the Licensee ceases to pay for maintenance/support or it is determined by a court of law that the Licensee has breached the terms of the software license agreement between Licensor and Licensee relating to the Systems (the "License Agreement").
 - (v) Licensor fails to make timely payments of fees and other costs required under this Agreement.
- (b) Licensee shall send a copy of the affidavit to Licensor via certified mail with return receipt requested, simultaneously with its affidavit to _____. Upon its receipt of the affidavit as provided in Section 5(a), _____ shall immediately give written notice to Licensor, attaching a copy of the affidavit to the notice, via certified mail with return receipt requested.
- (c) Upon receipt of such notices in accordance with Section 5(a) and 5(b), Licensor shall have 30 days to review the Licensee's affidavit requesting the release of the Deposit Materials from escrow as provided for in Section 5(a) above.
- (d) If Licensor does not give notice to _____ within the 30 days provided in Section 5(c) that the Licensee's request for release from escrow is contested by Licensor, _____ shall automatically release the Deposit Materials to Licensee. The Deposit Materials shall be used by Licensee subject to the License Agreement and solely for support and maintenance for the Systems within the provisions of the License Agreement. Delivery of the Deposit Materials to Licensee in accordance with provisions hereof shall automatically terminate this Agreement.
- (e) If Licensor does give _____ notice within the 30 days provided in Section 5(c) that Licensee's request for release of the Deposit Materials from escrow is contested by

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Licensor, ____ shall retain the Deposit Materials in escrow while Licensor and Licensee either:

- (i) Settle the dispute among themselves and jointly give notice to ____ in writing of the result; or
 - (ii) Submit the dispute to non-binding arbitration or litigation for resolution in accordance with the terms of this Agreement.
- (f) In the event of litigation, ____ shall dispose of the Deposit Materials as directed by the court of competent jurisdiction's finding given in writing to all parties.
- (g) Licensor and Licensee shall each bear its own costs incurred in litigation as set forth in Section 5(e) above.

6. Indemnity. Licensor shall indemnify and hold harmless ____ and each of its directors, officers, agents, employees and stockholders ("____ Indemnities") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any ____ Indemnities in connection with this Agreement or the performance of ____ or any ____ Indemnitee hereunder.

7. Disputes and Interpleader.

- (a) In the event of any dispute between any of ____, Licensor and/or Licensee relating to delivery of the Deposit Materials by ____ or to any other matter arising out of this Agreement other than disputes governed by Section 5.1(e), ____ may submit the matter to non-binding arbitration in accordance with Section 12(1) thereof as to any court of competent jurisdiction in New Hampshire in an interpleader or similar action. Any and all costs incurred by ____ in connection therewith, including reasonable attorneys' fees and costs, shall be borne by Licensor.
- (b) ____ shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

8. Term and Renewal.

- (a) The initial term of this Agreement shall be one (1) year, commencing on the date hereof (the "Initial Term"). This Agreement shall be automatically extended for an additional term of one year ("Additional Term") at the end of the Initial Term and at the end of each Additional Term hereunder unless, on or before ninety (90) days prior to the end of the Initial Term or an Additional Term, as the case may be, any party notifies the other parties that it wishes to terminate the Agreement at the end of such term. Either party may cancel this Agreement by giving the other party sixty (60) days prior written notice.
- (b) In the event of termination of this Agreement in accordance with paragraph 8(a) hereof, Licensor shall pay all fees due ____ and shall promptly notify Licensee that this Agreement has been terminated and that ____ shall return to Licensor all copies of the Deposit Materials then in its possession.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

9. Fees. Licensors shall pay to ____ the applicable fees in accordance with Exhibit A as compensation for ____ services under this Agreement.
- (a) Payment. ____ shall issue an invoice to Licensors following execution of this Agreement ("Initial Invoice"), on the commencement of any Additional Term hereunder, and in connection with the performance of any additional services hereunder. Payment is due within thirty (30) days receipt of invoice. All fees and charges are exclusive of, and Licensors are responsible for the payment of, all sales, use and like taxes. ____ shall have no obligations under this Agreement until the Initial Invoice has been paid in full by Licensors.
- (b) Nonpayment. ____ shall not be required to perform any service unless the payment for such service and any outstanding balances owed to ____ are paid in full. In the event of non-payment of any fees or charges invoiced by ____, ____ shall give notice of non-payment of any fee due and payable hereunder to the Licensors and Licensee, in such an event, the Licensors shall have the right to pay the unpaid fee within ten (10) days after receipt of notice from _____. If Licensors fails to pay in full all fees due during such ten (10) day period, a late fee of five percent will be assessed. If Licensors fails to pay any statement within sixty (60) days, interest shall accrue thereon at a rate of 1½ percent per month until paid. Upon payment of the unpaid fee including all late charges and/or interest charges by either the Licensors or Licensee, as the case may be, this Agreement shall continue in full force and effect until the end of the applicable term. Failure to pay the unpaid fees and other amounts owed to ____ under this Agreement in accordance with Section 9(b) by both Licensors and Licensee shall result in termination of this Agreement. Notwithstanding any provision of this Agreement, in no event is the Licensee required to make any payments required under this Agreement or liable for any of Licensors's obligations under this Agreement.
10. Grant of Rights to ____.
- (a) Title to Media. Depositor hereby transfers to ____ the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.
- (b) Right to Make Copies. ____ shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. ____ shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by _____. With all Deposit Materials submitted to ____, Depositor shall provide any and all instructions as may be necessary to duplicate the deposit material including but not limited to the hardware and/or software needed.
11. Bankruptcy. Licensors and Licensee acknowledge that this Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365 (n) of Title 11, United States Code (the "Bankruptcy Code"). Licensors acknowledges that if Licensors as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code rejects the License Agreement or this Agreement, Licensee may elect to retain its rights under the License Agreement and this Agreement as provided in Section 365 (n) of the Bankruptcy Code. Upon written request of Licensee to Licensors or the Bankruptcy Trustee, Licensors or such Bankruptcy Trustee shall not interfere with the rights of

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Licensee as provided in the License Agreement and this Agreement, including the right to obtain the Deposit Materials from ____.

12. Miscellaneous.

- (a) Remedies. Except for actual fraud, gross negligence or intentional misconduct, ____ shall not be liable to Licensor for any act, or failure to act, by ____ in connection with this Agreement. Any liability of ____ to Licensor regardless of the cause shall be limited to the actual cost of new blank magnetic media. ____ will not be liable to Licensor or Licensee for special, indirect, incidental or consequential damages hereunder.
- (b) Natural Degeneration; Updated Version. In addition, the parties acknowledge that as a result of the passage of time alone, the Deposit Materials are susceptible to loss of quality ("Natural Degeneration"). It is further acknowledged that ____ shall have no liability or responsibility to any person or entity for any Natural Degeneration. For the purpose of reducing the risk of Natural Degeneration, Licensor shall deliver to ____ a new copy of the Deposit Materials at least once every three (3) years. ____ shall have no obligations to Licensor or Licensee to determine whether sufficient time has passed to require deposit of a new copy of the Deposit Materials.
- (c) Permitted Reliance and Abstention. ____ may rely and shall be fully protected in action or refraining from acting upon any notice or other document believed by ____ in good faith to be genuine and to have been signed or presented by the proper person or entity. ____ shall have no duties or responsibilities except those expressly set forth herein.
- (d) Independent Contractor. ____ is an independent contractor, and is not an employee or agent of either the Licensor or Licensee.
- (e) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (f) Entire Agreement. This Agreement, including all exhibits hereto, supersedes all prior discussions, understandings and agreements between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein. All exhibits attached hereto are by this reference made a part of this Agreement and are incorporated herein.
- (g) Counterparts; Governing Law. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire.
- (h) Confidentiality. ____ will hold and release the Deposit Materials only in accordance with the terms and conditions hereof, and will maintain the confidentiality of the Deposit Materials.
- (i) Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand or by commercial overnight delivery service which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:
 - (i) If to Licensor:
to the address listed on the signature page hereof;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

(ii) If to a Licensee:
to the corresponding address listed on Exhibit C; and

(iii) If to _____

Attn: General Manager

If delivered personally or by commercial overnight delivery service, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties provided herein.

- (j) Survival. Paragraphs 6, 7, 9, 10 and 12 shall survive any termination of this Agreement.
- (k) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- (l) Arbitration. All claims and disputes relating to this Agreement, the conduct of _____ hereunder and/or claims or disputes between the Licensor and Licensee regarding the satisfaction of any of the conditions set forth in Section 5(a) may, at the option of Licensor or Licensee, be submitted to non-binding arbitration in the State of New Hampshire. In the event that the parties to the dispute agree upon a single arbitrator, the arbitration shall be heard by said arbitrator. In the event that the parties to the dispute cannot agree upon a single arbitrator, or if either party desires the matter to be subject to arbitration by more than one arbitrator, then the arbitration shall be heard by three (3) arbitrators, one arbitrator selected by each party to the dispute, and the two (2) arbitrators so selected to name the third arbitrator. In the event there are more than two (2) parties to the dispute, the arbitrators shall be as designated in accordance with the rules of the American Arbitration Association. Notice for arbitration should be provided to Licensor, Licensee and _____ in accordance with Section 12(i) hereof as soon as practicable after a claim or dispute has arisen. Notwithstanding the foregoing, nothing herein requires the Licensee to be subject to arbitration, and Licensee may at its discretion pursue legal remedies, at law or in equity.

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

By: _____

Print Name: _____

Title: _____

Licenser

By: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

EXHIBIT A

FEE SCHEDULE

Fees to be paid by Licensor shall be as follows:

Maintenance/storage fee, one product, one beneficiary, one storage unit (included one (1) update)	\$ per year
Each additional storage unit	\$ per year
Each additional product (includes one (1) update)	\$ per year
Each additional beneficiary	\$ per year
International (outside of U.S.)	\$ additional charge per product per year
Additional Updates/Replacements	\$ each
Additional/modifications to Exhibit C	\$ each
Comprehensive service option (includes unlimited updates/replacement and one additional storage unit -- available at the time of account initiation and/or annual renewal)	\$ per year

Payable by Licensor:

Due Upon Licensee's or Licensor's Request for Release of Deposit Materials	\$ for initial 3 hrs. \$/hour for additional hours
Out of pocket expenses, including reasonable attorney's fees and disbursements.	

Fees due upon receipt of signed contract or deposit material, whichever comes first and shall be paid in U.S. Dollars.

* one storage unit = ½ cubic foot

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

EXHIBIT B

Depositor Company

Name: _____

Account _____

Number: _____

Product Name: _____

Version #: _____

Type of ☐ Initial ☐ Updated Deposit to replace current ☐ Other (please
Deposit: Deposit deposits describe)

Items

Deposited:

Quantity	Media Type & Size	Description of Material
A) _____	_____	_____
B) _____	_____	_____
C) _____	_____	_____
D) _____	_____	_____
E) _____	_____	_____
F) _____	_____	_____

Operating System: _____	Utilities Needed: _____	Hardware Platform: _____
Special Operating Instructions: _____		

DEPOSIT COPYING INFORMATION:

Is the media encrypted? ☐ Yes ☐ No If yes, please include any passwords and the decryption tools.

Encryption tool _____ Version: _____
name: _____

Hardware required: _____
Software required: _____

I certify for Depositor that the above described Deposit Materials have been transmitted to ____:

____ has inspected and accepted the above materials
(any exceptions are noted above):

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Date: _____ _____	Date _____ Accepted: _____ Exhibit B# _____
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EXHIBIT C

Depositor Company
Name: _____
Account Number: _____

1. Licensee
Company: _____
Address: _____

Contact: _____
Title: _____
Phone: _____ Fax: _____

2. Licensee
Company: _____
Address: _____

Contact: _____
Title: _____
Phone: _____ Fax: _____

_____ Depositor By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____
---	--

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Company
Name_____

Address_____

APPENDIX H: TRANSMITTAL FORM

State of New Hampshire Proposal Transmittal Form
Date _____

To: Friedrich von Recklinghausen, Research Coordinator
Telephone (603) 271-0322
Email: fvonrecklinghausen@safety.state.nh.us

RE: Proposal Invitation Name: Trauma and Emergency Medical Services Information System
Proposal Number: DOS-BEMS RFP 2005-005
Proposal Opening Date and Time: September 7, 2004 2:30 P.M.

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the services indicated in RFP _____ at the price(s) quoted in Vendor Response Section XII: *Cost Proposal*, and Appendix F, in complete accordance with all conditions of this RFP and all specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6 and Appendix G.

Company Signor: _____ is authorized to legally obligate Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by the State's Terms and Conditions and Contract Requirements in Section 6 herein and Appendix G, which shall form the basis of any Contract resulting from this RFP;

The proposal is effective for a period of 180 days or the date the Contract takes effect, whichever is later;
That the prices quoted in the proposal were established without collusion with other eligible vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price;
and

The Vendor has read this RFP and subsequent amendments (addendum) including the following:

Addendum 1 Dated : _____

Addendum 2 Dated: _____

Our official point of contact is _____, Title _____

Telephone _____, email _____

Authorized Signature Printed _____

Authorized Signature _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
BUREAU OF EMERGENCY MEDICAL SERVICES
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
DOS-BEMS RFP 2005-005**

Important Note: Vendors are provided an electronic version of the RFP Transmittal Letter. Any alteration to this Transmittal Letter template is prohibited. Any such changes will result in a Proposal being rejected.